

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES  
1 29

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 02/06/2015		2. CONTRACT NO. (If any) EP-C-12-054		6. SHIP TO: a. NAME OF CONSIGNEE Chesapeake Bay Program	
3. ORDER NO. 0009		4. REQUISITION/REFERENCE NO. PR-R3-14-00474			
5. ISSUING OFFICE (Address correspondence to) (FOR U.S. MAIL ONLY) US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: NWD Cincinnati OH 45268				b. STREET ADDRESS 410 Severn Avenue Suite 112 Annapolis City Marina	
				c. CITY Annapolis	e. ZIP CODE 21403
7. TO: DEBORAH ELLISON				f. SHIP VIA	
a. NAME OF CONTRACTOR R T I International				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS PO BOX 12194 (b)(4)				Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY RESEARCH TRIANGLE PARK		e. STATE NC	f. ZIP CODE 277092194		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE CPOD	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/27/2015	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS	

## 17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: (b)(4) Chesapeake Bay TMDL Midpoint Assessment and Watershed Implementation Plan Support-Support of EPA's Review of Chesapeake Bay Jurisdiction TOCOR: Kevin Debell Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME RTP Finance Center						\$365,087.00
	b. STREET ADDRESS (or P.O. Box) US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive						\$365,087.00
c. CITY Durham				d. STATE NC	e. ZIP CODE 27711		17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)

02/06/2015

*Courtney Stallworth*

ELECTRONIC SIGNATURE

23. NAME (Typed)  
Courtney Stallworth  
TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
02/06/2015	EP-C-12-054	0009

ITEM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Admin Office: CPOD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: NWD Cincinnati OH 45268 Accounting Info: 14-15-B-03TSICB-202B63-2505-1403TB1008-001 BFY: 14 EFY: 15 Fund: B Budget Org: 03TSICB Program (PRC): 202B63 Budget (BOC): 2505 DCN - Line ID: 1403TB1008-001 Period of Performance: 02/04/2015 to 09/27/2015					
0001	Base Period - Provide services in accordance with attached Performance Work Statement entitled, "Chesapeake Bay TMDL Midpoint Assessment and Watershed Implementation Plan Support-Support of EPA's Review of Chesapeake Bay Jurisdictions" This task order award is a result of RFP PR-R3-14-00411  LOE 3465				365,087.00	
0002	Option Period I - Provide services in accordance with attached Performance Work Statement entitled, "Chesapeake Bay TMDL Midpoint Assessment and Watershed Implementation Plan Support-Support of EPA's Review of Chesapeake Bay Jurisdictions" This task order award is a result of RFP PR-R3-14-00411  LOE 3720 (Option Line Item)					
0003	Option Period II -Provide services in accordance with attached Performance Work Statement entitled, "Chesapeake Bay TMDL Midpoint Assessment and Watershed Implementation Plan Support-Support of EPA's Review of Chesapeake Bay Jurisdictions" This task order award is a Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$365,087.00

# ORDER FOR SUPPLIES OR SERVICES

## SCHEDULE - CONTINUATION

PAGE NO  
3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 02/06/2015	CONTRACT NO. EP-C-12-054	ORDER NO. 0009
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0004	<p>result of RFP PR-R3-14-00411</p> <p>LOE 3720 (Option Line Item)</p> <p>Option Period III - Provide services in accordance with attached Performance Work Statement entitled, "Chesapeake Bay TMDL Midpoint Assessment and Watershed Implementation Plan Support-Support of EPA's Review of Chesapeake Bay Jurisdictions" This task order award is a result of RFP PR-R3-14-00411</p> <p>LOE 1551 (Option Line Item)</p> <p>All other terms and conditions shall remain unchanged.</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

## SECTION B - Supplies or Services/Prices

### B-1 EPAAR 1552.237-72 KEY PERSONNEL. (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

(b)(4)

Trading and Offset Expert

(b)(4)

Watershed Modeler

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

### B-2 LOCAL CLAUSES EPA-B-16-102 ESTIMATED COST AND FIXED FEE

(a) The estimated cost of this contract is (b)(4)

(b) The fixed fee is (b)(4)

(c) The total estimated cost and fixed fee is 365,087.

### B-3 LOCAL CLAUSES EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from 02/04/2015 through 09/27/2015 inclusive of all required reports.

### B-4 LOCAL CLAUSES EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Task Order-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Task Order COR  
Kevin Debell  
Mail Code: 3CB00  
410 Severn Avenue, Suite 109  
Annapolis, MD 21403  
phone: 410-295-1318  
[debell.kevin@epa.gov](mailto:debell.kevin@epa.gov)

Alternate Task Order COR  
Tim Roberts  
Mail Code: 3CB10  
410 Severn Ave., Suite 110  
Annapolis, MD 21403  
phone: 410-267-5770  
[roberts.timothy-p@epa.gov](mailto:roberts.timothy-p@epa.gov)

Contracting Officials responsible for administering this contract are as follows:

Contracting Officer  
Courtney Stallworth  
Mail Code: NWD  
26 W MLK  
Cincinnati, OH 45268  
phone: 513-487-2002  
[stallworth.courtney@epa.gov](mailto:stallworth.courtney@epa.gov)

**1552.217-71 Option to extend the term of the contract-cost-type contract. (APR 1984)**

The Government has the option to extend the term of this contract for 3 additional period(s). If more than 30 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30-days of the period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended to cover a base period and option periods:

Period	Start Date	End Date
Base Period	Award Date	- 09/27/2015
Option Period 1	09/28/2015	- 09/27/2016
Option Period 2	09/28/2016	- 09/27/2017
Option Period 3	09/28/2017	- 02/01/2018

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort
Base Period	3465
Option Period 1	3720
Option Period 2	3720
Option Period 3	1551

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for each period as follows:

Period	Estimated Cost	Fixed Fee	Total CPFF
Base Period	(b)(4)	(b)(4)	\$365,087.00
Option Period 1			\$416,771.00
Option Period 2			\$445,620.00
Option Period 3			\$197,830.00

(d) If the contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows: N/A

#### SECTION J - List of Documents, Exhibits and Other Attachments

Attachment Number	Attachment Title	Date	Number of Pages	Cross Reference Materials	Document Version
1	PWS	02/02/2015	25		BASE
2	Award Clauses	02/03/2015	1		BASE
3	Communications memo	02/02/2015	1		BASE
4	COR KD	02/02/2015	5		BASE
5	Alt COR TR	02/02/2015	5		BASE

**PEFORMANCE WORK STATEMENT  
TSAWP CONTRACT  
EP-C-12-054 Task Order 0009**

**A. TITLE:** Chesapeake Bay TMDL Midpoint Assessment and Watershed Implementation Plan Support: Support for EPA Review of Chesapeake Bay Jurisdictions' Offset and Trading Programs from Inter- and Intra- Jurisdiction Perspectives

**B. PERIOD OF PERFORMANCE:** Task Order Award through February 1, 2018

<b>C. TASK ORDER CONTRACTING OFFICER'S REPRESENTATIVE (TOCOR):</b>	<b>NAME</b>	Kevin DeBell
	<b>TITLE</b>	Budget and Accountability Team Leader
	<b>PHONE</b>	410 295 1318
	<b>FAX</b>	410 267 5777
	<b>E-MAIL</b>	deb主.kevin@epa.gov

<b>ALTERNATE TOCOR:</b>	<b>NAME</b>	Tim Roberts
	<b>TITLE</b>	Environmental Prot. Specialist
	<b>PHONE</b>	410 267 5770
	<b>FAX</b>	410 267 5777
	<b>E-MAIL</b>	roberts.timothy-p@epa.gov

**D. BACKGROUND & OBJECTIVES**

**Background**

On December 29, 2010, the U.S. Environmental Protection Agency (EPA) established the Chesapeake Bay Total Maximum Daily Load (Bay TMDL).<sup>1</sup> A TMDL calculates the maximum amount of a pollutant a water body can receive while still meeting water quality standards. The Chesapeake Bay TMDL covers a 64,000-square-mile area across seven jurisdictions for the tidal segments and tributaries of the Chesapeake Bay that are impaired due to excessive loads of nitrogen, phosphorus and sediment. The Chesapeake Bay TMDL allocates loading caps to sources contributing those pollutants in seven jurisdictions of the Bay watershed — Delaware, the District of Columbia, Maryland, New York, Pennsylvania, Virginia, and West Virginia. The Chesapeake Bay TMDL calls for a midpoint assessment in 2017 to review progress toward meeting the nutrient and sediment pollutant load reductions identified in the 2010 Chesapeake Bay TMDL and the Bay jurisdictions' Phase I and Phase II Watershed Implementation Plans (WIPs). This was designed as a mid-course check on progress to allow necessary adjustments in strategies to ensure that the Chesapeake Bay Program partnership ("the partnership") achieves its 2025 goals for putting the necessary practices in place to restore Chesapeake Bay water quality to levels achieving water quality standards. Phase III WIPs are expected to be prepared by each jurisdiction to address needed adjustments to the earlier versions of the WIPs.

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<sup>1</sup> Full text of the Bay TMDL may be found at:  
<http://www.epa.gov/reg3wapd/tmdl/ChesapeakeBay/tmdlexec.html>

The Bay jurisdictions bear responsibility for implementing the Bay TMDL as outlined in their Phase I and II WIPs. The Bay TMDL expects the Bay jurisdictions to offset all new or increased loads of nitrogen, phosphorus, and sediment and identifies trading programs as a tool that the jurisdictions can use to implement the Bay TMDL. The programs are expected to be consistent with the Bay TMDL, including its allocations and assumptions and the common elements of Appendix S. Jurisdictions' offset and trading programs also should be consistent with the Clean Water Act,<sup>2</sup> its implementing regulations, EPA's 2003 Water Quality Trading Policy,<sup>3</sup> and EPA's 2007 Water Quality Trading Toolkit for NPDES Permit Writers.<sup>4</sup>

Water quality trading is a market-based approach, providing an economic incentive for voluntary pollutant reductions from point and nonpoint sources of pollution to improve and preserve water quality. Trading can provide efficiency in achieving water quality goals in watersheds by allowing one source to meet its regulatory obligations by using pollutant reductions created by another source with lower pollution control costs.

Several Chesapeake Bay jurisdictions are implementing water quality trading programs. EPA does not support trading activity that would delay or weaken implementation of the Bay TMDL, that is inconsistent with the assumptions and requirements of the TMDL, or that would cause the combined point source and nonpoint source loadings covered by a trade to exceed the applicable loading cap established by the TMDL. EPA recognizes the value of implementing a strategy for trades and offsets that, wherever possible, is consistent among the jurisdictions to increase credibility, scalability, and broader regional implementation such as interstate trading and offsetting.

To promote the success of trading and offset programs in the jurisdictions, EPA maintains regular oversight of jurisdictions' programs through periodic programmatic reviews and evaluations. EPA's initial assessment of the jurisdictions trading and offset programs occurred during 2011-2012. EPA's findings informed the offset and trading provisions that jurisdictions included in their Phase II WIPs. To further support the jurisdictions as they continue to develop and modify their offset and trading programs, EPA committed to develop a series of technical memorandums (TMs), consistent with the Bay TMDL's Appendix S, for several offset and trading related topics. Several of these TMs have been finalized or are in the process of being finalized. Additional information can be found at EPA's Bay TMDL website: <http://www.epa.gov/reg3wapd/tmdl/ChesapeakeBay/EnsuringResults.html?tab2=7>

EPA is seeking contractor assistance with the tasks described below to support trading and offset work and activities on the midpoint assessment and also support local partners in deciding how to cost-effectively implement the pollutant load reductions and manage load growth called for in their jurisdiction's WIPs.

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<sup>2</sup> Clean Water Act, 33 U.S.C. §§ 1251 et seq.

<sup>3</sup> <http://www.epa.gov/owow/watershed/trading/finalpolicy2003.pdf>

<sup>4</sup> United States Environmental Protection Agency, "Water Quality Trading Toolkit for Permit Writers," Updated June 2009. Available online at <http://water.epa.gov/type/watersheds/trading/WQTToolkit.cfm>

## **Objectives**

As part of its Bay TMDL 2017 midpoint assessment priorities, EPA will continue its oversight role on implementation of the Bay TMDL where trading and offset programs are utilized to meet the 2017 interim goal of the Bay TMDL by conducting an assessment of jurisdictions' programs in 2015 including potential for interstate trades and offsets. Assessments could also be conducted at federal facilities. EPA will also assist in determining what changes to existing jurisdictions' trading and offset programs should be considered as the partnership moves from the 2017 midpoint and focuses on implementation of the jurisdictions' Phase III WIPs to meet the 2025 TMDL goal.

EPA, the seven watershed jurisdictions, and federal agency partners will also continue to monitor progress towards meeting the TMDL load reductions and load growth utilizing the existing accountability framework. This accountability framework, described in Chesapeake Bay TMDL Section L, includes the jurisdictions' WIPs, two-year milestones by jurisdictions and federal agencies, annual progress reporting and tracking, and federal actions, if needed. As part of this effort, the partnership will need to continue to simulate jurisdictions' baseline and credit calculations, among other programmatic applications, and evaluate the nutrient and sediment controls associated with various best management practices (BMPs) using Chesapeake Bay Program modeling tools.

## **E. TASKS**

The contractor shall provide support for the below tasks in the Base Period and in each Option Period. Written technical direction will be utilized to provide further detail on specific work included in the Performance Work Statement (PWS), provide guidance, or approve or comment on deliverables. The Task Order Contracting Officer Representative (TOCOR), the Alternate TOCOR (if the TOCOR is on leave or travel), and the Contracting Officer are the only individuals authorized to issue technical direction. Other government personnel may engage in technical communications with the contractor, but are not authorized to give technical direction, which is the sole basis for the contractor to incur billable costs. The contractor shall anticipate working with the TOCOR, staff leads from EPA Water Protection Division (WPD), Chesapeake Bay Program Office (CBPO), and jurisdictions to furnish the requested technical assistance.

The individual(s) working on this activity need to possess experience in: water quality trading and offset programs, Chesapeake Bay watershed modeling, and economic and cost analysis of trading and offset programs. The individual(s) should also possess a working understanding of the Trading and Offset Technical Memoranda being developed by EPA Region 3 (see Section L, "References").

### **Task 1: Kickoff Meeting, Reporting, and Communication**

The contractor shall participate in a Kickoff Meeting with the TOCOR in person or via conference call to discuss the following: points of contact, roles and responsibilities, timelines, the schedule of benchmarks, milestones and deliverables, dates and times for monthly calls, monthly technical progress reports, and general task order administrative information. Technical progress reports shall include status updates of all tasks in this PWS.

The TOCOR will coordinate and set up monthly (or more regular) working calls between EPA staff and the contractor's technical lead to discuss the status and progress of the work under this PWS. The contractor shall participate in these calls. The frequency of the conference calls may be modified based on project status at the request of the contractor and only as approved by EPA.

The contractor shall notify the TOCOR of any problems, delays, or questions as soon as they arise, including immediate written notification of any PWS delays. The contractor shall provide a written monthly status report in accordance with contract requirements that will be used for invoice review purposes. All reporting shall be provided in accordance with PWS Sections G and H.

In general, written materials, including meeting summaries, shall be furnished in draft form by the contractor within five business days after request for the TOCOR to review. Final written deliverables shall be within five business days after receipt of written technical direction from the TOCOR, including the TOCOR's comments and edits to the draft deliverable.

## **Task 2: Support for Assessing the Jurisdictions' and Federal Facilities' Offset and Trading Programs.**

The contractor shall support EPA in researching and writing assessment reports that document current state and local regulations and policies governing the Chesapeake Bay jurisdictions' trading and offset programs. The contractor shall use as a template for the preparation of the evaluation the May 29, 2009 STAC report entitled "Evaluation Framework for Water Quality Trading Programs in the Chesapeake Bay Watershed."<sup>5</sup> Of particular interest is that such programs are consistent with the Bay TMDL as well as with regulations and policies noted in the "Background" section of this PWS. EPA is also interested in how each jurisdictions' trading and offset program harmonizes with the other jurisdictions' programs. These individual assessments will provide the jurisdictions further input as to EPA's expectations contained in EPA's final technical memoranda and how the jurisdictions have implemented these expectations. These assessment reports are not official agency guidance.

The contractor shall, after consultation with EPA and each jurisdiction regarding best available jurisdiction-specific trading and offset program source information, use the identified source information to assist in the preparation of the first preliminary draft jurisdiction-specific program evaluation. These first preliminary draft evaluations shall also include information collected by the contractor during interviews with EPA-identified jurisdiction personnel with specific knowledge of that jurisdictions' trading and offset programs. After EPA review, the jurisdictions will be asked to review these assessments for accuracy and missing, relevant information. This review process by EPA and each jurisdiction will continue through the preparation of the final drafts and final forms of the program evaluations. The contractor shall expect a fair amount of writing, and then rewriting, editing, vetting, and successive draft evaluations under oversight of EPA and each

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<sup>5</sup> <http://www.chesapeake.org/stac/Pubs/nutrient%20trading%20evaluation.pdf>

jurisdiction. All written communications and products, including drafts and final evaluations, will be transmitted by electronic copy only.

The assessment reports shall be developed on the basis of existing information on the jurisdictions' trading and offset programs and on new information gathered through conversations with jurisdictional representatives and document review. This task may require travel to one or more of the jurisdictions. The final product of this effort shall be a written report on each of the seven Chesapeake Bay watershed jurisdictions, presented in a consistent format that provides a clear explanation of:

- The jurisdiction's existing trading and offset program
- Relevant laws, regulations, and policies affecting the jurisdiction's existing trading and offset program
- Draft or planned laws, regulations, and policies potentially affecting the jurisdiction's existing trading and offset program
- Elements of the jurisdiction's existing trading and offset program that address the expectations contained in EPA's final technical memoranda
- Areas in which the jurisdiction's existing trading and offset program does not address the expectations contained in EPA's final technical memoranda
- Potential improvements to the jurisdiction's existing trading and offset program
- Water quality credit trades and offset transactions completed under the jurisdiction's existing trading and offset program
- Future circumstances (major development projects, changes to wastewater treatment plants, regulatory changes, etc.) that could affect the jurisdiction's existing trading and offset program within five years.

## **Task 2 Deliverables**

All written documentation and files produced by the contractor and provided to the TOCOR shall be in an electronic format that EPA can support. The contractor shall:

1. Furnish written monthly progress updates of each activity under this PWS requested by the TOCOR through technical direction in their quarterly technical progress reports described under Task 1.
2. Provide immediate written notification to the TOCOR of any delays in completing any activities under this task.
3. Prepare and provide EPA with an outline or template for evaluating each jurisdiction's program using the topics above.
4. Prepare and provide EPA with first draft assessments for the above listed topics based on technical direction from EPA. EPA will provide drafts to the Chesapeake Bay jurisdictions for review. Each draft is due within 15 days of receiving technical direction from EPA lead.
5. Provide a document summarizing comments on the draft assessment reports from individual jurisdictions and stakeholders. Such comments may be provided to EPA through emails, telephone calls, and written replies from jurisdictions and stakeholders. Each draft is due within 15 days of receiving technical direction from EPA.
6. Provide note taking during EPA internal and external meetings and telephone conference calls.

7. Attend meetings with EPA regarding the scoping and clarification of issues raised regarding these assessments.
8. Prepare a final draft of each assessment according to the schedule in this PWS for EPA's review. Each draft is due within 15 days of receiving technical direction from EPA.
9. Finalize all assessments within 15 days of receiving technical direction from EPA.
10. Prepare and potentially deliver presentations internally and externally to EPA, jurisdictions, and stakeholders as requested by EPA.

### **Task 3: Support for Developing Interstate Trading Technical Memorandum to Assist Jurisdictions' Development of Offset and Trading Programs**

The contractor shall support EPA in evaluation and development of a Technical Memorandum on Interstate Trading. Some Chesapeake Bay Watershed jurisdictions have proposed the buying and selling of credits across jurisdiction boundaries. EPA anticipates that this memorandum will be approximately 10 pages.

- The contractor shall assist EPA with researching, writing, and developing a Technical Memorandum (of about 10 pages in length) on interstate trading of water quality credits. Within this effort, the contractor shall: Assist EPA with the design and evaluation of modeled scenarios to assess the viability of interstate offset/trading programs.
- Identify potential modifications to the jurisdictions' offset/trading programs to bring them in line with EPA regulations, guidance, the Bay TMDL, and other expectations from an interstate perspective.
- Assist EPA and CBP in responding to jurisdictional modifications of their offset/trading programs for interstate purposes.
- Analyze model scenarios from CAST/MAST/VAST, Scenario Builder, and the Watershed Model to answer questions and address concerns by jurisdictions regarding interstate transactions.

### **Task 3 Deliverables**

All written documentation and files produced by the contractor and provided to the TOCOR shall be in an electronic format that EPA can support. The contractor shall:

1. Furnish written monthly progress updates of each activity under this task requested by the TOCOR through technical direction in the quarterly technical progress reports described under Task 1.
2. Provide immediate written notification to the TOCOR of any delays in completing any activities under this task.
3. Prepare and provide EPA with a first draft Technical Memorandum for the above listed topic based on technical direction from EPA. EPA will provide this draft to the Chesapeake Bay jurisdictions for review. The draft is due within 15 days of receiving technical direction from EPA.
4. Compile into a summary report comments regarding the Technical Memorandum from individual jurisdictions and stakeholders via emails, mail, and telephone calls. Each draft is due within 15 days of receiving technical direction from EPA.
5. Provide note taking during EPA internal and external meetings and telephone

conference calls.

6. Attend meetings with EPA regarding the scoping and clarification of issues raised regarding this Technical Memorandum.
7. Prepare a final draft of the Technical Memorandum according to the schedule in this PWS for EPA review. Each draft is due within 15 days of receiving technical direction from EPA.
8. Finalize the Technical Memorandum within 15 days of receiving technical direction from EPA. The final technical memorandum may be revised periodically.
9. Prepare and possibly give presentations internally and externally to EPA, jurisdictions, and stakeholders as requested by EPA.

#### **Task 4: Support for the Development of Detailed Reviews of Existing Interstate Trading Programs and Subsequent Identification of Potential Interstate Trading Program Design Elements and Options**

The contractor shall provide a systematic review and analysis of application to the Chesapeake Bay watershed of other existing programs in the United States supporting interstate trades and offsets that could benefit both the trading team and jurisdictions. Detailed information could be gathered through discussions with key staff members at relevant programs.

The contractor shall:

- Gather information and data on the possibility of interstate trading under existing jurisdictional trading programs in the Chesapeake Bay Watershed, including applicable statutes, regulations, and policies supporting interstate trading, potential incompatibilities with programs in other jurisdictions, structural barriers and other issues. The findings of this research shall be summarized in a comparative matrix.
- Gather information on existing interstate trading programs in the United States, potentially including but not limited to: the Colorado Salinity Program, the EPRI Ohio Trading Program, the Willamette Partnership, and USDA's Conservation Security and Conservation Reserve Programs. These examples shall be synthesized to identify elements of success for an interstate trading program, lessons learned from the development of these examples, applicability of the information to interstate trading in the Chesapeake Bay watershed, and other relevant topics. Examples from other environmental media may be useful including clean air markets.
- Identify necessary components of a regional trading program in the Chesapeake Bay watershed, develop options for incorporating them into jurisdictional trading program design, identify the pros/cons of design options, and develop recommendations on preferred options. Components/parameters shall include (but are not necessarily limited to:
  - Eligibility for trading
  - Ensuring equivalence
  - Ensuring additionally
  - Ensuring accountability
  - Interstate certification and verification processes
  - Regional trade registry and tracking mechanisms
  - Relationship between the regional trading program and state programs

- Accommodating/conforming to state requirements
- Modeling framework for interstate trades (within selected river basins, Bay wide)
- Implications of isolation runs and potential need for Bay-wide equivalency ratios
- Implications of TMDL allocation design
- Financial resources needed to support interstate trading

#### **Task 4 Deliverables**

All written documentation and files produced by the contractor and provided to the TOCOR shall be in an electronic format that EPA can support. The contractor shall:

1. Furnish written monthly progress updates of each activity under this task requested by TOCOR through technical direction in the quarterly technical progress reports described under Task 1.
2. Provide immediate written notification to the TOCOR of any delays in completing any activities under this task.
3. Prepare and provide EPA with preparation first draft review and analysis for the above listed topics based on technical direction from EPA. EPA will provide these drafts to the Chesapeake Bay jurisdictions for review.
4. Compile into a summary report comments provided by individual jurisdictions and stakeholders provided to EPA through emails, telephone calls with, and written replies from jurisdictions and stakeholders. Each draft is due within 15 days of receiving technical direction from EPA.
5. Provide note taking during EPA internal and external meetings and telephone conference calls.
6. Attend meetings with EPA regarding the scoping and clarification of issues regarding these reviews and analysis.
7. Prepare a final draft of each review and analysis according to the schedule in this PWS for EPA review. Each draft is due within 15 days of receiving technical direction from EPA.
8. Finalize all reviews and analysis within 15 days of receiving technical direction from EPA.
9. Prepare and possibly give presentations internally and externally to EPA, jurisdictions, and stakeholders as requested by EPA.

#### **Task 5: Support for the Identification and Development of Nonpoint Source to Nonpoint Source Trade and Offset Programs through Incentives that Encourage Voluntary Participation**

The contractor shall provide a systematic review and analysis of the opportunities for nonpoint sources of nutrient and sediment pollution to the Chesapeake Bay to purchase credits from and sell credits to other nonpoint sources. The starting point for this review and analysis shall be the 2013 Chesapeake Bay STAC trading workshop report found at: [http://www.chesapeake.org/pubs/315\\_RIbaudo2013.pdf](http://www.chesapeake.org/pubs/315_RIbaudo2013.pdf). Consultation and information gathering with the jurisdictions is anticipated under this task. This analysis shall include:

- Consideration of benefits that might be realized by coordinating with the U.S. Department of Agriculture to expand the use of Conservation Security and Conservation Reserve Programs.
- Necessary revisions to jurisdictional trading and offset programs to allow for nonpoint to nonpoint trades.
- Recommended safeguards in trading and offset program design that allows for nonpoint to nonpoint trades.
- Analysis of the potential for nonpoint to nonpoint trades in the Chesapeake Bay watershed, including consideration of the level of interest in such trades among relevant source sectors.
- Additional considerations in allowing nonpoint to nonpoint trades and offsets in the context of water quality programs.

## **Task 5 Deliverables**

All written documentation and files produced by the contractor and provided to the TOCOR shall be in an electronic format that EPA can support. The contractor shall:

1. Furnish written monthly progress updates of each activity under this task requested by the TOCOR through technical direction in the quarterly technical progress reports described under Task 1.
2. Provide immediate written notification to the TOCOR of any delays in completing any activities under this task.
3. Prepare and provide EPA with preparation first draft review and analysis based on technical direction from EPA. EPA will provide this draft to the Chesapeake Bay jurisdictions for review. Each draft is due within 15 days of receiving technical direction from EPA.
4. Compile into a summary report comments provided by individual jurisdictions and stakeholders to EPA through email, telephone calls, and mail. Each draft is due within 15 days of receiving technical direction from EPA.
5. Attend meetings with EPA regarding the scoping and clarification of issues raised regarding this analysis.
6. Provide note taking during EPA internal and external meetings and telephone conference calls.
7. Prepare a final draft of the analysis according to the schedule in this PWS for EPA review. Each draft is due within 15 days of receiving technical direction from EPA.
8. Finalize all reviews and analysis within 15 days of receiving technical direction from EPA.
9. Prepare and possibly give presentations internally and externally to EPA, jurisdictions and stakeholders as requested by EPA lead.

## **F. SCHEDULE OF BENCHMARKS & DELIVERABLES**

All deliverables developed under this Task Order must be provided to the TOCOR in an electronic format supported by EPA. Reports must be of high quality. Work must reflect a high level of technical proficiency and be clearly explained and documented.

**Base Period (Task order award - September 27, 2015)**

Task No.	Deliverable	Schedule
1.1	Kickoff meeting	Within 10 business days of task order award
1.2	Monthly conference calls with TOCOR	Monthly on the last business day of each month.
1.3	Immediate written notification to the TOCOR of any delays in completing any activities under this task.	Ongoing
1.4	Monthly written technical progress reports to TOCOR. These reports shall include updates on all applicable activities under Task 2.	Monthly one week before the last business day of each month.
1.5	Timely communication with TOCOR.	Ongoing
2.1	Furnish written monthly progress updates of each activity under this task requested by the TOCOR through technical direction in their quarterly technical progress reports described under Task 1.	Monthly, one week before the last business day of each month.
2.2	Provide immediate written notification to the TOCOR of any delays in completing any activities under this task.	Ongoing
2.3	Prepare and provide EPA with an outline or template for evaluating each jurisdictions' program using the references above.	Template is due within 30 days of task order award.
2.4	Prepare and provide EPA with first draft assessments for the above listed topics based on technical direction from EPA. EPA will provide drafts to the Chesapeake Bay jurisdictions for review.	Each draft is due within 15 days of receiving technical direction from EPA.
2.5	Provide a document summarizing comments on the draft assessment reports from individual jurisdictions and stakeholders. Such comments may be provided to EPA through emails, telephone calls, and written replies from jurisdictions and stakeholders.	Each draft is due within 15 days of receiving technical direction from EPA.
2.6	Assist during EPA internal and external meetings and telephone conference calls with note taking.	Ongoing
2.7	Attend meetings with EPA regarding the scoping and clarification of issues raised regarding these assessments.	Ongoing
2.8	Prepare a final draft of each assessment	Each draft is due within 15 days of receiving technical direction from EPA.

2.9	Finalize all assessments	Each assessment is due to EPA within 15 days of receiving technical direction from EPA.
2.10	Prepare and potentially deliver presentations internally and externally to EPA, jurisdictions, and stakeholders as requested by EPA.	Ongoing

3.1	Identification of analytical methods to perform this analysis submitted by contractor.	Written description of analytical methods to perform this analysis submitted within 15 days of development. Development will begin immediately after the kick-off meeting above.
3.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	3.2 Progress reports – monthly through September 27, 2015.
3.3	Written notification to EPA of any delays in completing activities.	3.3 Notification of delays to EPA within 5 days of delay discovery
3.4	Written description of modeling results and presentations to states.	3.4 Written description of modeling results, statistical analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.
3.5	Draft technical memorandum	3.5 Draft technical memorandum within 15 days of EPA's receipt and acceptance of written description of results and analysis.
4.1	Identification of methods to perform this review and analysis submitted by contractor.	4.1 Written description of methods to perform this review and analysis submitted within 15 days of development. Development will begin immediately after the kick-off meeting above.
4.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	4.2 Progress reports – monthly through September 27, 2015.
4.3	Written notification to EPA of any delays in completing activities.	4.3 Notification of delays to EPA within 5 days of delay discovery

4.4	Written description of results, analysis and presentations to states.	4.4 Written description of results, analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.
4.5	Draft report based on results and analysis.	4.5 Draft report on results and analysis within 15 days of EPA's receipt and acceptance of written description of results and analysis.
5.1	Identification of methods to perform this review and analysis submitted by contractor.	5.1 Written description of methods to perform this review and analysis submitted within 15 days of development. . Development will begin immediately after the kick-off meeting above.
5.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	5.2 Progress reports – monthly through September 27, 2015.
5.3	Written notification to EPA of any delays in completing activities.	5.3 Notification of delays to EPA within 5 days of delay discovery
5.4	Written description of results, analysis and presentations to states.	5.4 Written description of results, analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.
5.5	Draft report based on results and analysis.	5.5 Draft report on results and analysis within 15 days of EPA's receipt and acceptance of written description of results and analysis

**Option Period I (September 28, 2015–September 27, 2016)**

Task No.	Deliverable	Schedule
1.1	Kickoff meeting	Within 10 business days of task order award
1.2	Monthly conference calls with TOCOR	Monthly on the last business day of each month.
1.3	Immediate written notification to the TOCOR of any delays in completing any activities under this task.	Ongoing
1.4	Monthly written technical progress reports to TOCOR. These reports shall include updates on all applicable activities under Task 2.	Monthly one week before the last business day of each month.
1.5	Timely communication with TOCOR.	Ongoing
2.1	Furnish written monthly progress updates of each activity under this task requested by the TOCOR through technical direction in their quarterly technical progress reports described under Task 1.	Monthly, one week before the last business day of each month.
2.2	Provide immediate written notification to the TOCOR of any delays in completing any activities under this task.	Ongoing
2.3	Prepare and provide EPA with an outline or template for evaluating each jurisdictions' program using the references above.	Template is due within 30 days of task order award.
2.4	Prepare and provide EPA with first draft assessments for the above listed topics based on technical direction from EPA. EPA will provide drafts to the Chesapeake Bay jurisdictions for review.	Each draft is due within 15 days of receiving technical direction from EPA.
2.5	Provide a document summarizing comments on the draft assessment reports from individual jurisdictions and stakeholders. Such comments may be provided to EPA through emails, telephone calls, and written replies from jurisdictions and stakeholders.	Each draft is due within 15 days of receiving technical direction from EPA.
2.6	Assist during EPA internal and external meetings and telephone conference calls with note taking.	Ongoing
2.7	Attend meetings with EPA regarding the scoping and clarification of issues raised regarding these assessments.	Ongoing
2.8	Prepare a final draft of each assessment for EPA review	Each draft is due within 15 days of receiving technical direction from EPA.

2.9	Finalize all assessments	Each assessment is due to EPA within 15 days of receiving technical direction from EPA.
2.10	Prepare and potentially deliver presentations internally and externally to EPA, jurisdictions, and stakeholders as requested by EPA.	Ongoing

3.1	Identification of analytical methods to perform this analysis submitted by contractor.	Written description of analytical methods to perform this analysis submitted within 15 days of development. Development will begin immediately after the kick-off meeting above.
3.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	3.2 Progress reports – monthly through September 27, 2016.
3.3	Written notification to EPA of any delays in completing activities.	3.3 Notification of delays to EPA within 5 days of delay discovery
3.4	Written description of modeling results and presentations to states.	3.4 Written description of modeling results, statistical analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.
3.5	Draft technical memorandum	3.5 Draft technical memorandum within 15 days of EPA's receipt and acceptance of written description of results and analysis.
4.1	Identification of methods to perform this review and analysis submitted by contractor.	Written description of methods to perform this review and analysis submitted within 15 days of development. . Development will begin immediately after the kick-off meeting above.
4.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	Progress reports – monthly through September 27, 2016.
4.3	Written notification to EPA of any delays in completing activities.	Notification of delays to EPA within 5 days of delay discovery

4.4	Written description of results, analysis and presentations to states.	Written description of results, analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.
4.5	Draft report based on results and analysis.	Draft report on results and analysis within 15 days of EPA's receipt and acceptance of written description of results and analysis.
5.1	Identification of methods to perform this review and analysis submitted by contractor.	Written description of methods to perform this review and analysis submitted within 15 days of development. . Development will begin immediately after the kick-off meeting above.
5.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	Progress reports – monthly through September 27, 2016.
5.3	Written notification to EPA of any delays in completing activities.	Notification of delays to EPA within 5 days of delay discovery
5.4	Written description of results, analysis and presentations to states.	Written description of results, analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.
5.5	Draft report based on results and analysis.	Draft report on results and analysis within 15 days of EPA's receipt and acceptance of written description of results and analysis

**Option Period II (September 28, 2016–September 27, 2017)**

Task No.	Deliverable	Schedule
1.1	Kickoff meeting	Within 10 business days of task order award
1.2	Monthly conference calls with TOCOR	Monthly on the last business day of each month.
1.3	Immediate written notification to the TOCOR of any delays in completing any activities under this task.	Ongoing
1.4	Monthly written technical progress reports to TOCOR. These reports shall include updates on all applicable activities under Task 2.	Monthly one week before the last business day of each month.
1.5	Timely communication with TOCOR.	Ongoing
2.1	Furnish written monthly progress updates of each activity under this task requested by the TOCOR through technical direction in their quarterly technical progress reports described under Task 1.	Monthly, one week before the last business day of each month.
2.2	Provide immediate written notification to the TOCOR of any delays in completing any activities under this task.	Ongoing
2.3	Prepare and provide EPA with an outline or template for evaluating each jurisdictions' program using the references above.	Template is due within 30 days of task order award.
2.4	Prepare and provide EPA with first draft assessments for the above listed topics based on technical direction from EPA. EPA will provide drafts to the Chesapeake Bay jurisdictions for review.	Each draft is due within 15 days of receiving technical direction from EPA lead.
2.5	Provide a document summarizing comments on the draft assessment reports from individual jurisdictions and stakeholders. Such comments may be provided to EPA through emails, telephone calls, and written replies from jurisdictions and stakeholders.	Each draft is due within 15 days of receiving technical direction from EPA.
2.6	Assist during EPA internal and external meetings and telephone conference calls with note taking.	Ongoing
2.7	Attend meetings with EPA regarding the scoping and clarification of issues raised regarding these assessments.	Ongoing
2.8	Prepare a final draft of each assessment for EPA review	Each draft is due within 15 days of receiving technical direction from EPA.

2.9	Finalize all assessments	Each assessment is due to EPA within 15 days of receiving technical direction from EPA.
2.10	Prepare and potentially deliver presentations internally and externally to EPA, jurisdictions, and stakeholders as requested by EPA.	Ongoing

3.1	Identification of analytical methods to perform this analysis submitted by contractor.	Written description of analytical methods to perform this analysis submitted within 15 days of development. Development will begin immediately after the kick-off meeting above.
3.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	3.2 Progress reports – monthly through September 27, 2017.
3.3	Written notification to EPA of any delays in completing activities.	3.3 Notification of delays to EPA within 5 days of delay discovery
3.4	Written description of modeling results and presentations to states.	3.4 Written description of modeling results, statistical analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.
3.5	Draft technical memorandum	3.5 Draft technical memorandum within 15 days of EPA's receipt and acceptance of written description of results and analysis.
4.1	Identification of methods to perform this review and analysis submitted by contractor.	Written description of methods to perform this review and analysis submitted within 15 days of development. . Development will begin immediately after the kick-off meeting above.
4.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	Progress reports – monthly through September 27, 2017.

4.3	Written notification to EPA of any delays in completing activities.	Notification of delays to EPA within 5 days of delay discovery
4.4	Written description of results, analysis and presentations to states.	Written description of results, analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.
4.5	Draft report based on results and analysis.	Draft report on results and analysis within 15 days of EPA's receipt and acceptance of written description of results and analysis.
5.1	Identification of methods to perform this review and analysis submitted by contractor.	Written description of methods to perform this review and analysis submitted within 15 days of development. . Development will begin immediately after the kick-off meeting above.
5.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	Progress reports – monthly through September 27, 2017.
5.3	Written notification to EPA of any delays in completing activities.	Notification of delays to EPA within 5 days of delay discovery
5.4	Written description of results, analysis and presentations to states.	Written description of results, analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.
5.5	Draft report based on results and analysis.	Draft report on results and analysis within 15 days of EPA's receipt and acceptance of written description of results and analysis

**Option Period III (September 28, 2017–February 1, 2018)**

Task No.	Deliverable	Schedule
1.1	Kickoff meeting	Within 10 business days of task order award
1.2	Monthly conference calls with TOCOR	Monthly on the last business day of each month.
1.3	Immediate written notification to the TOCOR of any delays in completing any activities under this task.	Ongoing
1.4	Monthly written technical progress reports to TOCOR. These reports shall include updates on all applicable activities under Task 2.	Monthly one week before the last business day of each month.
1.5	Timely communication with TOCOR.	Ongoing
2.1	Furnish written monthly progress updates of each activity under this task requested by the TOCOR through technical direction in their quarterly technical progress reports described under Task 1.	Monthly, one week before the last business day of each month.
2.2	Provide immediate written notification to the TOCOR of any delays in completing any activities under this task.	Ongoing
2.3	Prepare and provide EPA with an outline or template for evaluating each jurisdictions' program using the references above.	Template is due within 30 days of task order award.
2.4	Prepare and provide EPA with first draft assessments for the above listed topics based on technical direction from EPA. EPA will provide drafts to the Chesapeake Bay jurisdictions for review.	Each draft is due within 15 days of receiving technical direction from EPA.
2.5	Provide a document summarizing comments on the draft assessment reports from individual jurisdictions and stakeholders. Such comments may be provided to EPA through emails, telephone calls, and written replies from jurisdictions and stakeholders.	Each draft is due within 15 days of receiving technical direction from EPA.
2.6	Assist during EPA internal and external meetings and telephone conference calls with note taking.	Ongoing
2.7	Attend meetings with EPA regarding the scoping and clarification of issues raised regarding these assessments.	Ongoing
2.8	Prepare a final draft of each assessment for EPA review	Each draft is due within 15 days of receiving technical direction from EPA.

2.9	Finalize all assessments	Each assessment is due to EPA within 15 days of receiving technical direction from EPA.
2.10	Prepare and potentially deliver presentations internally and externally to EPA, jurisdictions, and stakeholders as requested by EPA.	Ongoing

3.1	Identification of analytical methods to perform this analysis submitted by contractor.	Written description of analytical methods to perform this analysis submitted within 15 days of development. Development will begin immediately after the kick-off meeting above.
3.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	3.2 Progress reports – monthly through February 1, 2018.
3.3	Written notification to EPA of any delays in completing activities.	3.3 Notification of delays to EPA within 5 days of delay discovery
3.4	Written description of modeling results and presentations to states.	3.4 Written description of modeling results, statistical analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.
3.5	Draft technical memorandum	3.5 Draft technical memorandum within 15 days of EPA's receipt and acceptance of written description of results and analysis.
4.1	Identification of methods to perform this review and analysis submitted by contractor.	Written description of methods to perform this review and analysis submitted within 15 days of development. Development will begin immediately after the kick-off meeting above.
4.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	Progress reports – monthly through February 1, 2018.

4.3	Written notification to EPA of any delays in completing activities.	Notification of delays to EPA within 5 days of delay discovery
4.4	Written description of results, analysis and presentations to states.	Written description of results, analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.
4.5	Draft report based on results and analysis.	Draft report on results and analysis within 15 days of EPA's receipt and acceptance of written description of results and analysis.
5.1	Identification of methods to perform this review and analysis submitted by contractor.	Written description of methods to perform this review and analysis submitted within 15 days of development. Development will begin immediately after the kick-off meeting above.
5.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	Progress reports – monthly through February 1, 2018.
5.3	Written notification to EPA of any delays in completing activities.	Notification of delays to EPA within 5 days of delay discovery
5.4	Written description of results, analysis and presentations to states.	Written description of results, analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.
5.5	Draft report based on results and analysis.	Draft report on results and analysis within 15 days of EPA's receipt and acceptance of written description of results and analysis

When the Task Order reaches 30 calendar days prior to the end of the Period of Performance in a given period, the contractor shall make a determination that the deliverables, milestones, benchmarks, and any outstanding technical direction from the TOCOR, shall be satisfactorily completed in the form requested in the PWS by the end of the Period of Performance and for the remaining funding that is available.

If the contractor determines one or more of the above-referenced items will not be able to be completed in the requested form within the period of performance and with the available funding, the contractor shall notify the TOCOR and the CO immediately. Within five business days of said notification, the TOCOR in coordination with the CO will provide

technical direction concerning use of the remaining funding to prepare and furnish to the TOCOR all interim draft deliverables, interim work products, and any working files in an electronic format which is supported by EPA, for eventual continuation of the project after the end date of the Task Order.

## **G. REPORTING**

All documentation and reporting under this Task Order shall be in compliance with contract requirements. See clause F.2, F.3, and J.2 “List of Attachment, Number 2- Reports of Work.” The contractor shall prepare and furnish each month to the TOCOR a written summary of work performed, and progress towards the schedule of benchmark, deliverables, and milestones which has been accomplished each month. The contractor shall also include in this item a brief written summary of any challenges encountered in the appropriate month.

## **H. DELIVERABLES AND GENERAL PERFORMANCE**

The contractor shall participate in meetings and conference calls arranged by the EPA TOCOR. The contractor shall when requested by the TOCOR provide supporting documentation when EPA is reviewing draft deliverables to facilitate EPA review and approval of the contractor’s work. Documentation will include the electronic files and detailed, written explanation of all steps and decisions. The contractor is expected to comply with this request when it is received from the TOCOR regardless of whether such a request is described in the individual tasks of this PWS. The contractor is expected to furnish this information in such manner that no proprietary software will be needed for EPA to read, interpret, replicate or model any work product of this agreement, unless otherwise noted in this PWS or by written permission of the EPA TOCOR. The objective is that anyone with the appropriate skill level can use the information produced under this Task Order to check or duplicate the contractor’s work for replication and/or verification. With this understanding of how this Task Order’s data will be used, any elements essential to successfully replicating analysis shall be provided to EPA in a commonly-used format.

The contractor shall provide to the TOCOR written evidence of the contractor’s scientific/technical and editorial review as defined in Section 2.6 of the Prime Contract Performance Work Statement on any Task Order **draft** product before submission to the EPATOCOR for review. This process does not need to be performed by an independent peer reviewer. It is expected that all editorial review comments will be addressed before deliverables are furnished to the EPA TOCOR for review (in the case of draft deliverables) or acceptance ( in the case of final deliverables); and that questions raised by scientific/ technical review will be either addressed or discussed with the EPA TOCOR prior to the contractor furnishing draft deliverables.

EPA anticipates that the contractor’s work will be judged “satisfactory” according to the QASP if the TOCOR’s edits to deliverables are no more than ten percent (10%) of the content of any draft deliverable, or less than two percent (2%) of any final deliverable. In addition, EPA anticipates that the Contractor’s work will be judged “satisfactory” according to the QASP if less than ten percent (10%) of the pages of written final deliverables contain the TOCOR’s edits for such things as grammar, punctuation and format. The EPA TOCOR can upon request furnish a copy of the EPA correspondence manual for the contractor’s use.

All deliverables (draft and final) to EPA shall be furnished in an electronic format that EPA can support (see TSAWP Contract PWS Section 4.0 Deliverables). All final deliverables shall be prepared according to EPA publication guidelines and shall be compliant with Section 508 of the Americans with Disabilities Act.

All draft and final deliverables from the contractor under this PWS are potentially subject to Freedom of Information Act requests.

**All submittals** to EPA shall be formatted as described below:

- Any written reports, summaries or analysis documents shall be in electronic Microsoft Word®.
- Any and all spreadsheets, raw data, coding and modeling work (including all model runs with essential data to replicate model runs) shall be in electronic Microsoft Excel® or XML formats.

Appropriate electronic format that is supported by EPA and printing of all GIS data layers, maps, photos, bench sheets and other written material not easily printed or saved in the above formats will be discussed and a format agreed upon with the EPA TOCOR prior to submittal by the contractor.

## **I. ANTICIPATED TRAVEL**

All travel under this Task Order shall be in compliance with contract requirements and only according to specific written Technical Direction from the TOCOR. (See contract clause H-17). The following travel is anticipated under the following Tasks:

Task 2 through 5 — Periodic travel to all seven jurisdictions and CBPO in Annapolis, Md., when in-person meetings are required.

Based on the above information, in each base and option period the contractor shall expect four to five in-person meetings in each jurisdiction throughout the Bay watershed and five to six in-person meetings at CBPO in Annapolis, Md. The length of the meetings and amount of contractor personnel needed for each trip will be provided to the contractor through written technical direction from the TOCOR. The contractor shall anticipate most meetings needing only one contract personnel. The vast majority of the interactions between EPA and the contractor will be conducted through conference calls.

## **J. CONTRACTOR IDENTIFICATION**

Contractor personnel shall always identify themselves as Contractor employees by name and organization and physically display that information through an identification badge. Contractor personnel are prohibited from acting as the Agency's official representative.

The Contractor shall refer any questions relating to the interpretation of EPA policy, guidance, or regulation to the EPA TOCOR.

## **K. MEETING GUIDELINES AND LIMITATIONS:**

Travel is anticipated to be routine under this contract. EPA expects that the majority of the dollars to go toward the development of the technical documents. EPA projects that none of the individual meetings identified in these tasks will exceed a total cost of \$2,000 with total travel not to exceed \$12,000 in any performance period. The contractor shall immediately notify the EPA Contracting Officer, PO and TOCOR of any anticipated individual event which meets the definition of a "conference," with total net expenditures anticipated to be greater than \$20,000.

A **"conference" or "conference-related activity"** is an internal or external meeting, retreat, seminar, symposium or event that involves expenses from the following categories: attendee travel paid for by the EPA; training activities; or EPA hosted or co-hosted, sponsored or co-sponsored events incurring speaker fees, food and refreshment expenses, non-federal facility expenses, audio visual expenses and/or contract related conference expenses. **"Conference expenses"** are all direct and indirect conference costs paid by the government, whether paid directly by agencies or reimbursed by agencies to travelers or others associated with the conference, but do not include funds paid under federal grants to grantees. Conference expenses include any associated authorized travel and per diem expenses, hire of rooms for official business, audiovisual use, light refreshments, registration fees, ground transportation, and other expenses as defined by the Federal Travel Regulation. All outlays for conference preparation and planning should be included. The FTR provides some examples of direct and indirect conference costs included within conference expenses. After notifying EPA of the potential to reach this threshold, the contractor shall not proceed with the task(s) until authorized to do so by the Contracting Officer.

**L. QUALITY ASSURANCE SURVEILLANCE PLAN:** Per contract requirements.

#### **M. VALIDATION OF SECTION 508 COMPLIANCE OF TASK ORDER DELIVERABLES**

The Contractor shall support the TOCOR in conducting a "Final Deliverable Validation" to ensure compliance with Section 508 and the Federal Acquisition Regulations (FAR) related to "electronic and information technology (EIT) deliverables". The Contractor shall furnish certification, in writing, to the TOCOR that the Contractor has complied with EPAAR Clause 1552.211-79 "Compliance with EPA Policies for Information Resources Management", including the requirement that all electronic and information technology (EIT) deliverables be Section 508 compliant in accordance with the policies referenced at <http://www.epa.gov/accessibility/>.

#### **N. REFERENCES**

**Links to background documents relevant to this Task Order:**

December 2010 Chesapeake Bay TMDL:  
<http://www.epa.gov/chesapeakebaytmdl>

Chesapeake Bay Program Partnership's Modeling Tools:  
[http://www.chesapeakebay.net/groups/group/modeling\\_team](http://www.chesapeakebay.net/groups/group/modeling_team)

Chesapeake Bay Program Partnership's Chesapeake*Stat* Website:  
<http://stat.chesapeakebay.net/>

Chesapeake Bay Jurisdictions' Watershed Implementation Plans  
<http://www.chesapeakebay.net/about/programs/watershed>

Chesapeake Bay Jurisdictions' Trading and Offset Information:  
<http://www.epa.gov/reg3wapd/tmdl/ChesapeakeBay/EnsuringResults.html?tab2=7>

## **O. GOVERNMENT FURNISHED INFORMATION/TOOLS**

The following tools will be provided by the TOCOR to the contractor within 15 days after the contract has been awarded:

- Chesapeake Bay Scenario Builder
- Chesapeake Assessment and Scenario Tool
- Phase 5.3.2 Chesapeake Bay Watershed Model
- Chesapeake Bay TMDL Tracking and Accounting System

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES 1 8									
2. AMENDMENT/MODIFICATION NO. 001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. PR-CPOD-15-00193		5. PROJECT NO. (If applicable)								
6. ISSUED BY (FOR U.S. MAIL ONLY) US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: NWD Cincinnati OH 45268		CODE CPOD		7. ADMINISTERED BY (If other than Item 6) CPOD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: NWD Cincinnati OH 45268		CODE CPOD								
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  R T I International Attn: DEBORAH ELLISON PO BOX 12194 (b)(4) RESEARCH TRIANGLE PARK NC 277092194				9A. AMENDMENT OF SOLICITATION NO.										
				9B. DATED (SEE ITEM 11)										
				10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-12-054 0009										
				10B. DATED (SEE ITEM 13) 02/06/2015										
CODE (b)(4)		FACILITY CODE												
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS														
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.														
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule														
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.														
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">CHECK ONE</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td style="text-align: center;">X</td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes - Cost Reimbursement, EPAAR 1552.217-71, Option to Extend the Term, EPA-B-32-101, Li</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> </table>							CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes - Cost Reimbursement, EPAAR 1552.217-71, Option to Extend the Term, EPA-B-32-101, Li		D. OTHER (Specify type of modification and authority)
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.													
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	D. OTHER (Specify type of modification and authority)													
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.														
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: (b)(4) The purpose of this modification is to: 1. De-scope the Base Period by reducing the Level of Effort (LOE) by 2,769 hours. The new LOE is now 696 hours for the Base Period, 2. Reduce the Cost and Fee ceiling for the Base Period. See the attached Recapitulation of funding, 3. Exercise Option Period I, 4. Increase the Option Period I Level of Effort (LOE) by 2,769 hours to complete work within the Scope of the PWS. The new LOE is now 6,489 hours for Option Period I, 5. Increase the Cost and Fee ceiling for Option Period I. See the attached Recapitulation of funding, Continued ...														
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.														
15A. NAME AND TITLE OF SIGNER (Type or print) Donna Cooper, Senior Contracting Officer				15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tammy Adams										
15B. CONTRACTOR/OFFEROR  Donna Cooper (Signature of person authorized to sign)		15C. DATE SIGNED 09-24-15		15B. UNITED STATES OF AMERICA  Tammy Adams (Signature of Contracting Officer)		16C. DATE SIGNED 9/24/15								

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

EP-C-12-054/0009/001

PAGE OF

2

8

NAME OF OFFEROR OR CONTRACTOR

R T I International

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>6. Shift funding in the amount of \$274,199.00 from the Base Period to Option Period I,</p> <p>7. Correct the Period of Performance Start date to read: 02/06/2015, and</p> <p>8. Change the Alternate TOCOR and Contracting Officer. TOCOR: Kevin Debell</p> <p>LIST OF CHANGES:</p> <p>Total Amount for this Modification: \$0.00 New Total Amount for this Version: \$781,858.00 New Total Amount for this Award: \$1,425,308.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Total Amount changed from \$365,087.00 to \$90,888.00 Obligated Amount for this modification: -\$274,199.00 Incremental Funded Amount changed from \$365,087.00 to \$90,888.00</p> <p>CHANGES FOR ACCOUNTING CODE: 14-15-B-03TSICB-202B63-2505-1403TB1008-001 Amount changed from \$365,087.00 to \$90,888.00 Percent changed from 100 to 24.89489</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Total Amount changed from \$416,771.00 to \$690,970.00 Obligated Amount for this modification: \$274,199.00 Incremental Funded Amount changed from \$0.00 to \$274,199.00 Exercised option</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 14-15-B-03TSICB-202B63-2505-1403TB1008-001 Beginning Fiscal Year 14 Ending Fiscal Year 15 Fund (Appropriation) B Budget Organization 03TSICB Program (PRC) 202B63 Budget (BOC) 2505 Job # (Site/Project) Cost Organization DCN-Line ID 1403TB1008-001 Quantity: 0 Continued ...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	EP-C-12-054/0009/001	3	8

NAME OF OFFEROR OR CONTRACTOR

R T I International

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Amount: \$274,199.00  Percent: 65.79129  Subject To Funding: N  Payment Address:  RTP Finance Center  US Environmental Protection Agency  RTP-Finance Center (AA216-01)  109 TW Alexander Drive  www2.epa.gov/financial/contracts  Durham NC 27711</p> <p>Section B: Clause, 1552.211-73, is incorporated as follows:  1552.211-73 LEVEL OF EFFORT - COST REIMBURSEMENT TERM CONTRACT (APR 1984) DEVIATION (AUG 1985)</p> <p>(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government ordered 3,465 direct labor hours for the base period. The contractor provided 696 direct labor hours for the base period. The Government will order 6,489 direct labor hours for Option Period I which represents the Government's best estimate of the level of effort required to fulfill these requirements.</p> <p>(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.</p> <p>(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term Continued ...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-C-12-054/0009/001	PAGE	OF
		4	8

NAME OF OFFEROR OR CONTRACTOR  
R T I International

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>"fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."</p> <p>(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.</p> <p>(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.</p> <p>(End of clause)</p> <p>Section B: Clause, EPA-B-16-102, is revised as follows: EPA-B-16-102 ESTIMATED COST AND FIXED FEE</p> <p>Base Period</p> <p>(a) The estimated cost of this contract is (b)(4)</p> <p>(b) The fixed fee is (b)(4)</p> <p>(c) The total estimated cost and fixed fee is \$90,888.00.</p> <p>Option Period I</p> <p>(a) The estimated cost of this contract is (b)(4)</p> <p>(b) The fixed fee is (b)(4)</p> <p>(c) The total estimated cost and fixed fee is \$690,970.00.</p> <p>(End of clause)</p> <p>Section B: Clause, EPA-B-32-101, is incorporated as follows: EPA-B-32-101 LIMITATION OF FUNDS NOTICE</p> <p>Base Period</p> <p>Continued ...</p>				

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

EP-C-12-054/0009/001

PAGE

OF

5

8

NAME OF OFFEROR OR CONTRACTOR

R T I International

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of (b)(4) is allotted to cover estimated cost. Funding in the amount of (b)(4) is provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through 09/27/2015.</p> <p>(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EPA-B-16-102), the Limitation of Cost clause shall become applicable.</p> <p>(c) Recapitulation of Funds See the attached Recapitulation of Funding Sheet.</p> <p>Option Period I</p> <p>(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of (b)(4) is allotted to cover estimated cost. Funding in the amount of (b)(4) is provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through 02/19/2016.</p> <p>(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EPA-B-16-102), the Limitation of Cost clause shall become applicable.</p> <p>(c) Recapitulation of Funds See the attached Recapitulation of Funding Sheet.</p> <p>(End of clause)</p> <p>Section F: Clause, EPA-F-12-101, is revised as follows: EPA-F-12-101 PERIOD OF PERFORMANCE</p> <p>The period of performance of this contract shall be from 02/06/2015 through 09/27/2016 inclusive of all required reports.</p> <p>(End of clause)</p> <p>Section G: Clause, EPA-G-42-101, is revised as follows: EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES Continued ...</p>				

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

EP-C-12-054/0009/001

PAGE

OF

6

8

NAME OF OFFEROR OR CONTRACTOR

R T I International

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Task Order Contracting Officers Representative (TOCOR) for this task order is follows:</p> <p>Alternate TOCOR Holly Waldman 410 Severn Avenue Annapolis, MD 21403 Phone: 410-267-5700 Email: waldman.holly@epa.gov</p> <p>Contracting Officials responsible for administering this contract are as follows:</p> <p>Administrative Contracting Officer Tammy Adams 26 W. Martin Luther King Drive Cincinnati, OH 45268 Phone: 513-487-2030 Email: adams.tammy@epa.gov</p> <p>(End of clause)</p> <p>Contractor's Statement of Release</p> <p>In consideration of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's proposal dated 09/08/2015, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal.</p> <p>Delivery Location Code: R3 - CHESAPEAKE BAY Chesapeake Bay Program 410 Severn Avenue Suite 112 Annapolis City Marina Annapolis MD 21403</p> <p>Continued ...</p>				

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

EP-C-12-054/0009/001

PAGE OF

7

8

NAME OF OFFEROR OR CONTRACTOR

R T I International

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 FOB: Destination Period of Performance: 02/06/2015 to 09/27/2016				

EP-C-12-054  
Task Order 0009

**Recapitulation Of Funding To Date By Contract Period**

		<b>Base Period</b>		<b>CPFF</b>
<b>FUNDING ACTION</b>		<b>ESTIMATED COST</b>	<b>FIXED FEE</b>	
Initial Award	\$	(b)(4)	(b)(4)	\$ 365,087.00
Modification 01	\$			\$ (274,199.00)
Total Funded	\$			\$ 90,888.00
Total Per Contract	\$			\$ 90,888.00
Balance Unfunded		\$0.00	\$0.00	\$0.00

		<b>Option Period I</b>		<b>CPFF</b>
<b>FUNDING ACTION</b>		<b>ESTIMATED COST</b>	<b>FIXED FEE</b>	
Modification 01	\$	(b)(4)	(b)(4)	\$ 274,199.00
Total Funded	\$			\$ 274,199.00
Total Per Contract	\$			\$ 690,970.00
Balance Unfunded				\$416,771.00

**PEFORMANCE WORK STATEMENT  
TSAWP CONTRACT  
VERSION FOR CHANGES TO OPTION PERIOD 1**

**A. TITLE:** Chesapeake Bay TMDL Midpoint Assessment and Watershed Implementation Plan Support: Support for EPA Review of Chesapeake Bay Jurisdictions' Offset and Trading Programs from Inter- and Intra- Jurisdiction Perspectives

**B. PERIOD OF PERFORMANCE:** Task Order Award through February 1, 2018

<b>C. TASK ORDER CONTRACTING OFFICER's REPRESENTATIVE (TOCOR):</b>	<b>NAME</b>	Kevin DeBell
	<b>TITLE</b>	Budget and Accountability Team Leader
	<b>PHONE</b>	410 295 1318
	<b>FAX</b>	410 267 5777
	<b>E-MAIL</b>	debell.kevin@epa.gov

<b>ALTERNATE TOCOR:</b>	<b>NAME</b>	Holly Waldman
	<b>TITLE</b>	Environmental Prot. Specialist
	<b>PHONE</b>	410 295 1329
	<b>FAX</b>	410 267 5777
	<b>E-MAIL</b>	waldman.holly@epa.gov

**D. BACKGROUND & OBJECTIVES**

**Background**

On December 29, 2010, the U.S. Environmental Protection Agency (EPA) established the Chesapeake Bay Total Maximum Daily Load (Bay TMDL).<sup>1</sup> A TMDL calculates the maximum amount of a pollutant a water body can receive while still meeting water quality standards. The Chesapeake Bay TMDL covers a 64,000-square-mile area across seven jurisdictions for the tidal segments and tributaries of the Chesapeake Bay that are impaired due to excessive loads of nitrogen, phosphorus and sediment. The Chesapeake Bay TMDL allocates loading caps to sources contributing those pollutants in seven jurisdictions of the Bay watershed — Delaware, the District of Columbia, Maryland, New York, Pennsylvania, Virginia, and West Virginia. The Chesapeake Bay TMDL calls for a midpoint assessment in 2017 to review progress toward meeting the nutrient and sediment pollutant load reductions identified in the 2010 Chesapeake Bay TMDL and the Bay jurisdictions' Phase I and Phase II Watershed Implementation Plans (WIPs). This was designed as a mid-course check on progress to allow necessary adjustments in strategies to ensure that the Chesapeake Bay Program partnership ("the partnership") achieves its 2025 goals for putting the necessary practices in place to restore Chesapeake Bay water quality to levels achieving water quality standards. Phase III WIPs are expected to be prepared by each jurisdiction to address needed adjustments to the earlier versions of the WIPs.

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<sup>1</sup> Full text of the Bay TMDL may be found at:  
<http://www.epa.gov/reg3wapd/tmdl/ChesapeakeBay/tmdlexec.html>

The Bay jurisdictions bear responsibility for implementing the Bay TMDL as outlined in their Phase I and II WIPs. The Bay TMDL expects the Bay jurisdictions to offset all new or increased loads of nitrogen, phosphorus, and sediment and identifies trading programs as a tool that the jurisdictions can use to implement the Bay TMDL. The programs are expected to be consistent with the Bay TMDL, including its allocations and assumptions and the common elements of Appendix S. Jurisdictions' offset and trading programs also should be consistent with the Clean Water Act,<sup>2</sup> its implementing regulations, EPA's 2003 Water Quality Trading Policy,<sup>3</sup> and EPA's 2007 Water Quality Trading Toolkit for NPDES Permit Writers.<sup>4</sup>

Water quality trading is a market-based approach, providing an economic incentive for voluntary pollutant reductions from point and nonpoint sources of pollution to improve and preserve water quality. Trading can provide efficiency in achieving water quality goals in watersheds by allowing one source to meet its regulatory obligations by using pollutant reductions created by another source with lower pollution control costs.

Several Chesapeake Bay jurisdictions are implementing water quality trading programs. EPA does not support trading activity that would delay or weaken implementation of the Bay TMDL, that is inconsistent with the assumptions and requirements of the TMDL, or that would cause the combined point source and nonpoint source loadings covered by a trade to exceed the applicable loading cap established by the TMDL. EPA recognizes the value of implementing a strategy for trades and offsets that, wherever possible, is consistent among the jurisdictions to increase credibility, scalability, and broader regional implementation such as interstate trading and offsetting.

To promote the success of trading and offset programs in the jurisdictions, EPA maintains regular oversight of jurisdictions' programs through periodic programmatic reviews and evaluations. EPA's initial assessment of the jurisdictions trading and offset programs occurred during 2011-2012. EPA's findings informed the offset and trading provisions that jurisdictions included in their Phase II WIPs. To further support the jurisdictions as they continue to develop and modify their offset and trading programs, EPA committed to develop a series of technical memorandums (TMs), consistent with the Bay TMDL's Appendix S, for several offset and trading related topics. Several of these TMs have been finalized or are in the process of being finalized. Additional information can be found at EPA's Bay TMDL website: <http://www.epa.gov/reg3wapd/tmdl/ChesapeakeBay/EnsuringResults.html?tab2=7>

EPA is seeking contractor assistance with the tasks described below to support trading and offset work and activities on the midpoint assessment and also support local partners in deciding how to cost-effectively implement the pollutant load reductions and manage load growth called for in their jurisdiction's WIPs.

## Objectives

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<sup>2</sup> Clean Water Act, 33 U.S.C. §§ 1251 et seq.

<sup>3</sup> <http://www.epa.gov/owow/watershed/trading/finalpolicy2003.pdf>

<sup>4</sup> United States Environmental Protection Agency, "Water Quality Trading Toolkit for Permit Writers," Updated June 2009. Available online at <http://water.epa.gov/type/watersheds/trading/WQTToolkit.cfm>

As part of its Bay TMDL 2017 midpoint assessment priorities, EPA will continue its oversight role on implementation of the Bay TMDL where trading and offset programs are utilized to meet the 2017 interim goal of the Bay TMDL by conducting an assessment of jurisdictions' programs in 2015 including potential for interstate trades and offsets. Assessments could also be conducted at federal facilities. EPA will also assist in determining what changes to existing jurisdictions' trading and offset programs should be considered as the partnership moves from the 2017 midpoint and focuses on implementation of the jurisdictions' Phase III WIPs to meet the 2025 TMDL goal.

EPA, the seven watershed jurisdictions, and federal agency partners will also continue to monitor progress towards meeting the TMDL load reductions and load growth utilizing the existing accountability framework. This accountability framework, described in Chesapeake Bay TMDL Section L, includes the jurisdictions' WIPs, two-year milestones by jurisdictions and federal agencies, annual progress reporting and tracking, and federal actions, if needed. As part of this effort, the partnership will need to continue to simulate jurisdictions' baseline and credit calculations, among other programmatic applications, and evaluate the nutrient and sediment controls associated with various best management practices (BMPs) using Chesapeake Bay Program modeling tools.

## **E. TASKS**

The contractor shall provide support for the below tasks in the Base Period and in each Option Period. Written technical direction will be utilized to provide further detail on specific work included in the Performance Work Statement (PWS), provide guidance, or approve or comment on deliverables. The Task Order Contracting Officer Representative (TOCOR), the Alternate TOCOR (if the TOCOR is on leave or travel), and the Contracting Officer are the only individuals authorized to issue technical direction. Other government personnel may engage in technical communications with the contractor, but are not authorized to give technical direction, which is the sole basis for the contractor to incur billable costs. The contractor shall anticipate working with the TOCOR, staff leads from EPA Water Protection Division (WPD), Chesapeake Bay Program Office (CBPO), and jurisdictions to furnish the requested technical assistance.

The individual(s) working on this activity need to possess experience in: water quality trading and offset programs, Chesapeake Bay watershed modeling, and economic and cost analysis of trading and offset programs. The individual(s) should also possess a working understanding of the Trading and Offset Technical Memoranda being developed by EPA Region 3 (see Section L, "References").

### **Task 1: Kickoff Meeting, Reporting, and Communication**

The contractor shall participate in a Kickoff Meeting with the TOCOR in person or via conference call to discuss the following: points of contact, roles and responsibilities, timelines, the schedule of benchmarks, milestones and deliverables, dates and times for monthly calls, monthly technical progress reports, and general task order administrative information. Technical progress reports shall include status updates of all tasks in this PWS.

The TOCOR will coordinate and set up monthly (or more regular) working calls between EPA staff and the contractor's technical lead to discuss the status and progress of the work under this PWS. The contractor shall participate in these calls. The frequency of the conference calls may be modified based on project status at the request of the contractor and only as approved by EPA.

The contractor shall notify the TOCOR of any problems, delays, or questions as soon as they arise, including immediate written notification of any PWS delays. The contractor shall provide a written monthly status report in accordance with contract requirements that will be used for invoice review purposes. All reporting shall be provided in accordance with PWS Sections G and H.

In general, written materials, including meeting summaries, shall be furnished in draft form by the contractor within five business days after request for the TOCOR to review. Final written deliverables shall be within five business days after receipt of written technical direction from the TOCOR, including the TOCOR's comments and edits to the draft deliverable.

## **Task 2: Support for Assessing the Jurisdictions' and Federal Facilities' Offset and Trading Programs.**

The contractor shall support EPA in researching and writing assessment reports that document current state and local regulations and policies governing the Chesapeake Bay jurisdictions' trading and offset programs. The contractor shall use as a template for the preparation of the evaluation the May 29, 2009 STAC report entitled "Evaluation Framework for Water Quality Trading Programs in the Chesapeake Bay Watershed."<sup>5</sup> Of particular interest is that such programs are consistent with the Bay TMDL as well as with regulations and policies noted in the "Background" section of this PWS. EPA is also interested in how each jurisdictions' trading and offset program harmonizes with the other jurisdictions' programs. These individual assessments will provide the jurisdictions further input as to EPA's expectations contained in EPA's final technical memoranda and how the jurisdictions have implemented these expectations. These assessment reports are not official agency guidance.

The contractor shall, after consultation with EPA and each jurisdiction regarding best available jurisdiction-specific trading and offset program source information, use the identified source information to assist in the preparation of the first preliminary draft jurisdiction-specific program evaluation. These first preliminary draft evaluations shall also include information collected by the contractor during interviews with EPA-identified jurisdiction personnel with specific knowledge of that jurisdictions' trading and offset programs. After EPA review, the jurisdictions will be asked to review these assessments for accuracy and missing, relevant information. This review process by EPA and each jurisdiction will continue through the preparation of the final drafts and final forms of the program evaluations. The contractor shall expect a fair amount of writing, and then rewriting, editing, vetting, and successive draft evaluations under oversight of EPA and each

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<sup>5</sup> <http://www.chesapeake.org/stac/Pubs/nutrient%20trading%20evaluation.pdf>

jurisdiction. All written communications and products, including drafts and final evaluations, will be transmitted by electronic copy only.

The assessment reports shall be developed on the basis of existing information on the jurisdictions' trading and offset programs and on new information gathered through conversations with jurisdictional representatives and document review. This task may require travel to one or more of the jurisdictions. The final product of this effort shall be a written report on each of the seven Chesapeake Bay watershed jurisdictions, presented in a consistent format that provides a clear explanation of:

- The jurisdiction's existing trading and offset program
- Relevant laws, regulations, and policies affecting the jurisdiction's existing trading and offset program
- Draft or planned laws, regulations, and policies potentially affecting the jurisdiction's existing trading and offset program
- Elements of the jurisdiction's existing trading and offset program that address the expectations contained in EPA's final technical memoranda
- Areas in which the jurisdiction's existing trading and offset program does not address the expectations contained in EPA's final technical memoranda
- Potential improvements to the jurisdiction's existing trading and offset program
- Water quality credit trades and offset transactions completed under the jurisdiction's existing trading and offset program
- Future circumstances (major development projects, changes to wastewater treatment plants, regulatory changes, etc.) that could affect the jurisdiction's existing trading and offset program within five years.

## **Task 2 Deliverables**

All written documentation and files produced by the contractor and provided to the TOCOR shall be in an electronic format that EPA can support. The contractor shall:

1. Furnish written monthly progress updates of each activity under this PWS requested by the TOCOR through technical direction in their quarterly technical progress reports described under Task 1.
2. Provide immediate written notification to the TOCOR of any delays in completing any activities under this task.
3. Provide a document summarizing comments on the draft assessment reports from individual jurisdictions and stakeholders. Such comments may be provided to EPA through emails, telephone calls, and written replies from jurisdictions and stakeholders. Each draft is due within 15 days of receiving technical direction from EPA.
4. Provide note taking during EPA internal and external meetings and telephone conference calls.
5. Attend meetings with EPA regarding the scoping and clarification of issues raised regarding these assessments.
6. Prepare a final draft of each assessment according to the schedule in this PWS for EPA's review. Each draft is due within 15 days of receiving technical direction from EPA.
7. Finalize all assessments within 15 days of receiving technical direction from EPA.

8. Prepare and potentially deliver presentations internally and externally to EPA, jurisdictions, and stakeholders as requested by EPA.

### **Task 3: Support for Developing Interstate Trading Technical Memorandum to Assist Jurisdictions' Development of Offset and Trading Programs**

The contractor shall support EPA in evaluation and development of a Technical Memorandum on Interstate Trading. Some Chesapeake Bay Watershed jurisdictions have proposed the buying and selling of credits across jurisdiction boundaries. EPA anticipates that this memorandum will be approximately 10 pages.

- The contractor shall assist EPA with researching, writing, and developing a Technical Memorandum (of about 10 pages in length) on interstate trading of water quality credits. Within this effort, the contractor shall: Assist EPA with the design and evaluation of modeled scenarios to assess the viability of interstate offset/trading programs.
- Identify potential modifications to the jurisdictions' offset/trading programs to bring them in line with EPA regulations, guidance, the Bay TMDL, and other expectations from an interstate perspective.
- Assist EPA and CBP in responding to jurisdictional modifications of their offset/trading programs for interstate purposes.
- Analyze model scenarios from CAST/MAST/VAST, Scenario Builder, and the Watershed Model to answer questions and address concerns by jurisdictions regarding interstate transactions.

### **Task 3 Deliverables**

All written documentation and files produced by the contractor and provided to the TOCOR shall be in an electronic format that EPA can support. The contractor shall:

1. Furnish written monthly progress updates of each activity under this task requested by the TOCOR through technical direction in the quarterly technical progress reports described under Task 1.
2. Provide immediate written notification to the TOCOR of any delays in completing any activities under this task.
3. Prepare and provide EPA with a first draft Technical Memorandum for the above listed topic based on technical direction from EPA. EPA will provide this draft to the Chesapeake Bay jurisdictions for review. The draft is due within 15 days of receiving technical direction from EPA.
4. Compile into a summary report comments regarding the Technical Memorandum from individual jurisdictions and stakeholders via emails, mail, and telephone calls. Each draft is due within 15 days of receiving technical direction from EPA.
5. Provide note taking during EPA internal and external meetings and telephone conference calls.
6. Attend meetings with EPA regarding the scoping and clarification of issues raised regarding this Technical Memorandum.
7. Prepare a final draft of the Technical Memorandum according to the schedule in this PWS for EPA review. Each draft is due within 15 days of receiving technical

direction from EPA.

8. Finalize the Technical Memorandum within 15 days of receiving technical direction from EPA. The final technical memorandum may be revised periodically.
9. Prepare and possibly give presentations internally and externally to EPA, jurisdictions, and stakeholders as requested by EPA.

#### **Task 4: Support for the Development of Detailed Reviews of Existing Interstate Trading Programs and Subsequent Identification of Potential Interstate Trading Program Design Elements and Options**

The contractor shall provide a systematic review and analysis of application to the Chesapeake Bay watershed of other existing programs in the United States supporting interstate trades and offsets that could benefit both the trading team and jurisdictions. Detailed information could be gathered through discussions with key staff members at relevant programs.

The contractor shall:

- Gather information and data on the possibility of interstate trading under existing jurisdictional trading programs in the Chesapeake Bay Watershed, including applicable statutes, regulations, and policies supporting interstate trading, potential incompatibilities with programs in other jurisdictions, structural barriers and other issues. The findings of this research shall be summarized in a comparative matrix.
- Gather information on existing interstate trading programs in the United States, potentially including but not limited to: the Colorado Salinity Program, the EPRI Ohio Trading Program, the Willamette Partnership, and USDA's Conservation Security and Conservation Reserve Programs. These examples shall be synthesized to identify elements of success for an interstate trading program, lessons learned from the development of these examples, applicability of the information to interstate trading in the Chesapeake Bay watershed, and other relevant topics. Examples from other environmental media may be useful including clean air markets.
- Identify necessary components of a regional trading program in the Chesapeake Bay watershed, develop options for incorporating them into jurisdictional trading program design, identify the pros/cons of design options, and develop recommendations on preferred options. Components/parameters shall include (but are not necessarily limited to):
  - Eligibility for trading
  - Ensuring equivalence
  - Ensuring additionally
  - Ensuring accountability
  - Interstate certification and verification processes
  - Regional trade registry and tracking mechanisms
  - Relationship between the regional trading program and state programs
  - Accommodating/conforming to state requirements
  - Modeling framework for interstate trades (within selected river basins, Bay wide)

- Implications of isolation runs and potential need for Bay-wide equivalency ratios
- Implications of TMDL allocation design
- Financial resources needed to support interstate trading

#### **Task 4 Deliverables**

All written documentation and files produced by the contractor and provided to the TOCOR shall be in an electronic format that EPA can support. The contractor shall:

1. Furnish written monthly progress updates of each activity under this task requested by TOCOR through technical direction in the quarterly technical progress reports described under Task 1.
2. Provide immediate written notification to the TOCOR of any delays in completing any activities under this task.
3. Compile into a summary report comments provided by individual jurisdictions and stakeholders provided to EPA through emails, telephone calls with, and written replies from jurisdictions and stakeholders. Each draft is due within 15 days of receiving technical direction from EPA.
4. Provide note taking during EPA internal and external meetings and telephone conference calls.
5. Attend meetings with EPA regarding the scoping and clarification of issues regarding these reviews and analysis.
6. Prepare a final draft of each review and analysis according to the schedule in this PWS for EPA review. Each draft is due within 15 days of receiving technical direction from EPA.
7. Finalize all reviews and analysis within 15 days of receiving technical direction from EPA.
8. Prepare and possibly give presentations internally and externally to EPA, jurisdictions, and stakeholders as requested by EPA.

#### **Task 5: Support for the Identification and Development of Nonpoint Source to Nonpoint Source Trade and Offset Programs through Incentives that Encourage Voluntary Participation**

The contractor shall provide a systematic review and analysis of the opportunities for nonpoint sources of nutrient and sediment pollution to the Chesapeake Bay to purchase credits from and sell credits to other nonpoint sources. The starting point for this review and analysis shall be the 2013 Chesapeake Bay STAC trading workshop report found at: [http://www.chesapeake.org/pubs/315\\_RIbaudo2013.pdf](http://www.chesapeake.org/pubs/315_RIbaudo2013.pdf) . Consultation and information gathering with the jurisdictions is anticipated under this task. This analysis shall include:

- Consideration of benefits that might be realized by coordinating with the U.S. Department of Agriculture to expand the use of Conservation Security and Conservation Reserve Programs.

- Necessary revisions to jurisdictional trading and offset programs to allow for nonpoint to nonpoint trades.
- Recommended safeguards in trading and offset program design that allows for nonpoint to nonpoint trades.
- Analysis of the potential for nonpoint to nonpoint trades in the Chesapeake Bay watershed, including consideration of the level of interest in such trades among relevant source sectors.
- Additional considerations in allowing nonpoint to nonpoint trades and offsets in the context of water quality programs.

## **Task 5 Deliverables**

All written documentation and files produced by the contractor and provided to the TOCOR shall be in an electronic format that EPA can support. The contractor shall:

1. Furnish written monthly progress updates of each activity under this task requested by the TOCOR through technical direction in the quarterly technical progress reports described under Task 1.
2. Provide immediate written notification to the TOCOR of any delays in completing any activities under this task.
3. Prepare and provide EPA with preparation first draft review and analysis based on technical direction from EPA. EPA will provide this draft to the Chesapeake Bay jurisdictions for review. Each draft is due within 15 days of receiving technical direction from EPA.
4. Compile into a summary report comments provided by individual jurisdictions and stakeholders to EPA through email, telephone calls, and mail. Each draft is due within 15 days of receiving technical direction from EPA.
5. Attend meetings with EPA regarding the scoping and clarification of issues raised regarding this analysis.
6. Provide note taking during EPA internal and external meetings and telephone conference calls.
7. Prepare a final draft of the analysis according to the schedule in this PWS for EPA review. Each draft is due within 15 days of receiving technical direction from EPA.
8. Finalize all reviews and analysis within 15 days of receiving technical direction from EPA.
9. Prepare and possibly give presentations internally and externally to EPA, jurisdictions and stakeholders as requested by EPA lead.

## **F. SCHEDULE OF BENCHMARKS & DELIVERABLES**

All deliverables developed under this Task Order must be provided to the TOCOR in an electronic format supported by EPA. Reports must be of high quality. Work must reflect a high level of technical proficiency and be clearly explained and documented.

**Option Period I (September 28, 2015–September 27, 2016)**

Task No.	Deliverable	Schedule
1.1	Kickoff meeting	Within 10 business days of task order award
1.2	Monthly conference calls with TOCOR	Monthly on the last business day of each month.
1.3	Immediate written notification to the TOCOR of any delays in completing any activities under this task.	Ongoing
1.4	Monthly written technical progress reports to TOCOR. These reports shall include updates on all applicable activities under Task 2.	Monthly one week before the last business day of each month.
1.5	Timely communication with TOCOR.	Ongoing
2.1	Furnish written monthly progress updates of each activity under this task requested by the TOCOR through technical direction in their quarterly technical progress reports described under Task 1.	Monthly, one week before the last business day of each month.
2.2	Provide immediate written notification to the TOCOR of any delays in completing any activities under this task.	Ongoing
2.3	Provide a document summarizing comments on the draft assessment reports from individual jurisdictions and stakeholders. Such comments may be provided to EPA through emails, telephone calls, and written replies from jurisdictions and stakeholders.	Each draft is due within 15 days of receiving technical direction from EPA.
2.4	Assist during EPA internal and external meetings and telephone conference calls with note taking.	Ongoing
2.5	Attend meetings with EPA regarding the scoping and clarification of issues raised regarding these assessments.	Ongoing
2.6	Prepare a final draft of each assessment for EPA review	Each draft is due within 15 days of receiving technical direction from EPA.
2.7	Finalize all assessments	Each assessment is due to EPA within 15 days of receiving technical direction from EPA.
2.8	Prepare and potentially deliver presentations internally and externally to EPA, jurisdictions, and stakeholders as requested by EPA.	Ongoing

3.1	Identification of analytical methods to perform this analysis submitted by contractor.	Written description of analytical methods to perform this analysis submitted within 15 days of development. Development will begin immediately after the kick-off meeting above.
3.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	3.2 Progress reports – monthly through September 27, 2016.
3.3	Written notification to EPA of any delays in completing activities.	3.3 Notification of delays to EPA within 5 days of delay discovery
3.4	Written description of modeling results and presentations to states.	3.4 Written description of modeling results, statistical analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.
3.5	Draft technical memorandum	3.5 Draft technical memorandum within 15 days of EPA's receipt and acceptance of written description of results and analysis.
4.1	Identification of methods to perform this review and analysis submitted by contractor.	Written description of methods to perform this review and analysis submitted within 15 days of development. . Development will begin immediately after the kick-off meeting above.
4.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	Progress reports – monthly through September 27, 2016.
4.3	Written notification to EPA of any delays in completing activities.	Notification of delays to EPA within 5 days of delay discovery
4.4	Written description of results, analysis and presentations to states.	Written description of results, analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.

5.1	Identification of methods to perform this review and analysis submitted by contractor.	Written description of methods to perform this review and analysis submitted within 15 days of development. . Development will begin immediately after the kick-off meeting above.
5.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	Progress reports – monthly through September 27, 2016.
5.3	Written notification to EPA of any delays in completing activities.	Notification of delays to EPA within 5 days of delay discovery
5.4	Written description of results, analysis and presentations to states.	Written description of results, analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.
5.5	Draft report based on results and analysis.	Draft report on results and analysis within 15 days of EPA's receipt and acceptance of written description of results and analysis

**Option Period II (September 28, 2016–September 27, 2017)**

Task No.	Deliverable	Schedule
1.1	Kickoff meeting	Within 10 business days of task order award
1.2	Monthly conference calls with TOCOR	Monthly on the last business day of each month.
1.3	Immediate written notification to the TOCOR of any delays in completing any activities under this task.	Ongoing
1.4	Monthly written technical progress reports to TOCOR. These reports shall include updates on all applicable activities under Task 2.	Monthly one week before the last business day of each month.
1.5	Timely communication with TOCOR.	Ongoing
2.1	Furnish written monthly progress updates of each activity under this task requested by the TOCOR through technical direction in their quarterly technical progress reports described under Task 1.	Monthly, one week before the last business day of each month.
2.2	Provide immediate written notification to the TOCOR of any delays in completing any activities under this task.	Ongoing
2.3	Prepare and provide EPA with an outline or template for evaluating each jurisdictions' program using the references above.	Template is due within 30 days of task order award.
2.4	Prepare and provide EPA with first draft assessments for the above listed topics based on technical direction from EPA. EPA will provide drafts to the Chesapeake Bay jurisdictions for review.	Each draft is due within 15 days of receiving technical direction from EPA lead.
2.5	Provide a document summarizing comments on the draft assessment reports from individual jurisdictions and stakeholders. Such comments may be provided to EPA through emails, telephone calls, and written replies from jurisdictions and stakeholders.	Each draft is due within 15 days of receiving technical direction from EPA.
2.6	Assist during EPA internal and external meetings and telephone conference calls with note taking.	Ongoing
2.7	Attend meetings with EPA regarding the scoping and clarification of issues raised regarding these assessments.	Ongoing
2.8	Prepare a final draft of each assessment for EPA review	Each draft is due within 15 days of receiving technical direction from EPA.

2.9	Finalize all assessments	Each assessment is due to EPA within 15 days of receiving technical direction from EPA.
2.10	Prepare and potentially deliver presentations internally and externally to EPA, jurisdictions, and stakeholders as requested by EPA.	Ongoing

3.1	Identification of analytical methods to perform this analysis submitted by contractor.	Written description of analytical methods to perform this analysis submitted within 15 days of development. Development will begin immediately after the kick-off meeting above.
3.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	3.2 Progress reports – monthly through September 27, 2017.
3.3	Written notification to EPA of any delays in completing activities.	3.3 Notification of delays to EPA within 5 days of delay discovery
3.4	Written description of modeling results and presentations to states.	3.4 Written description of modeling results, statistical analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.
3.5	Draft technical memorandum	3.5 Draft technical memorandum within 15 days of EPA's receipt and acceptance of written description of results and analysis.
4.1	Identification of methods to perform this review and analysis submitted by contractor.	Written description of methods to perform this review and analysis submitted within 15 days of development. . Development will begin immediately after the kick-off meeting above.
4.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	Progress reports – monthly through September 27, 2017.

4.3	Written notification to EPA of any delays in completing activities.	Notification of delays to EPA within 5 days of delay discovery
4.4	Written description of results, analysis and presentations to states.	Written description of results, analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.
4.5	Draft report based on results and analysis.	Draft report on results and analysis within 15 days of EPA's receipt and acceptance of written description of results and analysis.
5.1	Identification of methods to perform this review and analysis submitted by contractor.	Written description of methods to perform this review and analysis submitted within 15 days of development. . Development will begin immediately after the kick-off meeting above.
5.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	Progress reports – monthly through September 27, 2017.
5.3	Written notification to EPA of any delays in completing activities.	Notification of delays to EPA within 5 days of delay discovery
5.4	Written description of results, analysis and presentations to states.	Written description of results, analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.
5.5	Draft report based on results and analysis.	Draft report on results and analysis within 15 days of EPA's receipt and acceptance of written description of results and analysis

**Option Period III (September 28, 2017–February 1, 2018)**

Task No.	Deliverable	Schedule
1.1	Kickoff meeting	Within 10 business days of task order award
1.2	Monthly conference calls with TOCOR	Monthly on the last business day of each month.
1.3	Immediate written notification to the TOCOR of any delays in completing any activities under this task.	Ongoing
1.4	Monthly written technical progress reports to TOCOR. These reports shall include updates on all applicable activities under Task 2.	Monthly one week before the last business day of each month.
1.5	Timely communication with TOCOR.	Ongoing
2.1	Furnish written monthly progress updates of each activity under this task requested by the TOCOR through technical direction in their quarterly technical progress reports described under Task 1.	Monthly, one week before the last business day of each month.
2.2	Provide immediate written notification to the TOCOR of any delays in completing any activities under this task.	Ongoing
2.3	Prepare and provide EPA with an outline or template for evaluating each jurisdictions' program using the references above.	Template is due within 30 days of task order award.
2.4	Prepare and provide EPA with first draft assessments for the above listed topics based on technical direction from EPA. EPA will provide drafts to the Chesapeake Bay jurisdictions for review.	Each draft is due within 15 days of receiving technical direction from EPA.
2.5	Provide a document summarizing comments on the draft assessment reports from individual jurisdictions and stakeholders. Such comments may be provided to EPA through emails, telephone calls, and written replies from jurisdictions and stakeholders.	Each draft is due within 15 days of receiving technical direction from EPA.
2.6	Assist during EPA internal and external meetings and telephone conference calls with note taking.	Ongoing
2.7	Attend meetings with EPA regarding the scoping and clarification of issues raised regarding these assessments.	Ongoing
2.8	Prepare a final draft of each assessment for EPA review	Each draft is due within 15 days of receiving technical direction from EPA.

2.9	Finalize all assessments	Each assessment is due to EPA within 15 days of receiving technical direction from EPA.
2.10	Prepare and potentially deliver presentations internally and externally to EPA, jurisdictions, and stakeholders as requested by EPA.	Ongoing

3.1	Identification of analytical methods to perform this analysis submitted by contractor.	Written description of analytical methods to perform this analysis submitted within 15 days of development. Development will begin immediately after the kick-off meeting above.
3.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	3.2 Progress reports – monthly through February 1, 2018.
3.3	Written notification to EPA of any delays in completing activities.	3.3 Notification of delays to EPA within 5 days of delay discovery
3.4	Written description of modeling results and presentations to states.	3.4 Written description of modeling results, statistical analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.
3.5	Draft technical memorandum	3.5 Draft technical memorandum within 15 days of EPA's receipt and acceptance of written description of results and analysis.
4.1	Identification of methods to perform this review and analysis submitted by contractor.	Written description of methods to perform this review and analysis submitted within 15 days of development. Development will begin immediately after the kick-off meeting above.
4.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	Progress reports – monthly through February 1, 2018.

4.3	Written notification to EPA of any delays in completing activities.	Notification of delays to EPA within 5 days of delay discovery
4.4	Written description of results, analysis and presentations to states.	Written description of results, analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.
4.5	Draft report based on results and analysis.	Draft report on results and analysis within 15 days of EPA's receipt and acceptance of written description of results and analysis.
5.1	Identification of methods to perform this review and analysis submitted by contractor.	Written description of methods to perform this review and analysis submitted within 15 days of development. Development will begin immediately after the kick-off meeting above.
5.2	Written monthly progress updates to EPA that summarizes progress to date and sets priorities for the coming month.	Progress reports – monthly through February 1, 2018.
5.3	Written notification to EPA of any delays in completing activities.	Notification of delays to EPA within 5 days of delay discovery
5.4	Written description of results, analysis and presentations to states.	Written description of results, analysis, and presentations to states within 15 days of completion of the development phase of this deliverable.
5.5	Draft report based on results and analysis.	Draft report on results and analysis within 15 days of EPA's receipt and acceptance of written description of results and analysis

When the Task Order reaches 30 calendar days prior to the end of the Period of Performance in a given period, the contractor shall make a determination that the deliverables, milestones, benchmarks, and any outstanding technical direction from the TOCOR, shall be satisfactorily completed in the form requested in the PWS by the end of the Period of Performance and for the remaining funding that is available.

If the contractor determines one or more of the above-referenced items will not be able to be completed in the requested form within the period of performance and with the available funding, the contractor shall notify the TOCOR and the CO immediately. Within five business days of said notification, the TOCOR in coordination with the CO will provide

technical direction concerning use of the remaining funding to prepare and furnish to the TOCOR all interim draft deliverables, interim work products, and any working files in an electronic format which is supported by EPA, for eventual continuation of the project after the end date of the Task Order.

## **G. REPORTING**

All documentation and reporting under this Task Order shall be in compliance with contract requirements. See clause F.2, F.3, and J.2 “List of Attachment, Number 2- Reports of Work.” The contractor shall prepare and furnish each month to the TOCOR a written summary of work performed, and progress towards the schedule of benchmark, deliverables, and milestones which has been accomplished each month. The contractor shall also include in this item a brief written summary of any challenges encountered in the appropriate month.

## **H. DELIVERABLES AND GENERAL PERFORMANCE**

The contractor shall participate in meetings and conference calls arranged by the EPA TOCOR. The contractor shall when requested by the TOCOR provide supporting documentation when EPA is reviewing draft deliverables to facilitate EPA review and approval of the contractor’s work. Documentation will include the electronic files and detailed, written explanation of all steps and decisions. The contractor is expected to comply with this request when it is received from the TOCOR regardless of whether such a request is described in the individual tasks of this PWS. The contractor is expected to furnish this information in such manner that no proprietary software will be needed for EPA to read, interpret, replicate or model any work product of this agreement, unless otherwise noted in this PWS or by written permission of the EPA TOCOR. The objective is that anyone with the appropriate skill level can use the information produced under this Task Order to check or duplicate the contractor’s work for replication and/or verification. With this understanding of how this Task Order’s data will be used, any elements essential to successfully replicating analysis shall be provided to EPA in a commonly-used format.

The contractor shall provide to the TOCOR written evidence of the contractor’s scientific/technical and editorial review as defined in Section 2.6 of the Prime Contract Performance Work Statement on any Task Order **draft** product before submission to the EPATOCOR for review. This process does not need to be performed by an independent peer reviewer. It is expected that all editorial review comments will be addressed before deliverables are furnished to the EPA TOCOR for review (in the case of draft deliverables) or acceptance ( in the case of final deliverables); and that questions raised by scientific/ technical review will be either addressed or discussed with the EPA TOCOR prior to the contractor furnishing draft deliverables.

EPA anticipates that the contractor’s work will be judged “satisfactory” according to the QASP if the TOCOR’s edits to deliverables are no more than ten percent (10%) of the content of any draft deliverable, or less than two percent (2%) of any final deliverable. In addition, EPA anticipates that the Contractor’s work will be judged “satisfactory” according to the QASP if less than ten percent (10%) of the pages of written final deliverables contain the TOCOR’s edits for such things as grammar, punctuation and format. The EPA TOCOR can upon request furnish a copy of the EPA correspondence manual for the contractor’s use.

All deliverables (draft and final) to EPA shall be furnished in an electronic format that EPA can support (see TSAWP Contract PWS Section 4.0 Deliverables). All final deliverables shall be prepared according to EPA publication guidelines and shall be compliant with Section 508 of the Americans with Disabilities Act.

All draft and final deliverables from the contractor under this PWS are potentially subject to Freedom of Information Act requests.

**All submittals** to EPA shall be formatted as described below:

- Any written reports, summaries or analysis documents shall be in electronic Microsoft Word®.
- Any and all spreadsheets, raw data, coding and modeling work (including all model runs with essential data to replicate model runs) shall be in electronic Microsoft Excel® or XML formats.

Appropriate electronic format that is supported by EPA and printing of all GIS data layers, maps, photos, bench sheets and other written material not easily printed or saved in the above formats will be discussed and a format agreed upon with the EPA TOCOR prior to submittal by the contractor.

## **I. ANTICIPATED TRAVEL**

All travel under this Task Order shall be in compliance with contract requirements and only according to specific written Technical Direction from the TOCOR. (See contract clause H-17). The following travel is anticipated under the following Tasks:

Task 2 through 5 — Periodic travel to all seven jurisdictions and CBPO in Annapolis, Md., when in-person meetings are required.

Based on the above information, in each base and option period the contractor shall expect four to five in-person meetings in each jurisdiction throughout the Bay watershed and five to six in-person meetings at CBPO in Annapolis, Md. The length of the meetings and amount of contractor personnel needed for each trip will be provided to the contractor through written technical direction from the TOCOR. The contractor shall anticipate most meetings needing only one contract personnel. The vast majority of the interactions between EPA and the contractor will be conducted through conference calls.

## **J. CONTRACTOR IDENTIFICATION**

Contractor personnel shall always identify themselves as Contractor employees by name and organization and physically display that information through an identification badge. Contractor personnel are prohibited from acting as the Agency's official representative.

The Contractor shall refer any questions relating to the interpretation of EPA policy, guidance, or regulation to the EPA TOCOR.

## **K. MEETING GUIDELINES AND LIMITATIONS:**

Travel is anticipated to be routine under this contract. EPA expects that the majority of the dollars to go toward the development of the technical documents. EPA projects that none of the individual meetings identified in these tasks will exceed a total cost of \$2,000 with total travel not to exceed \$12,000 in any performance period. The contractor shall immediately notify the EPA Contracting Officer, PO and TOCOR of any anticipated individual event which meets the definition of a “conference,” with total net expenditures anticipated to be greater than \$20,000.

A **"conference" or "conference-related activity"** is an internal or external meeting, retreat, seminar, symposium or event that involves expenses from the following categories: attendee travel paid for by the EPA; training activities; or EPA hosted or co-hosted, sponsored or co-sponsored events incurring speaker fees, food and refreshment expenses, non-federal facility expenses, audio visual expenses and/or contract related conference expenses. **"Conference expenses"** are all direct and indirect conference costs paid by the government, whether paid directly by agencies or reimbursed by agencies to travelers or others associated with the conference, but do not include funds paid under federal grants to grantees. Conference expenses include any associated authorized travel and per diem expenses, hire of rooms for official business, audiovisual use, light refreshments, registration fees, ground transportation, and other expenses as defined by the Federal Travel Regulation. All outlays for conference preparation and planning should be included. The FTR provides some examples of direct and indirect conference costs included within conference expenses. After notifying EPA of the potential to reach this threshold, the contractor shall not proceed with the task(s) until authorized to do so by the Contracting Officer.

**L. QUALITY ASSURANCE SURVEILLANCE PLAN:** Per contract requirements.

#### **M. VALIDATION OF SECTION 508 COMPLIANCE OF TASK ORDER DELIVERABLES**

The Contractor shall support the TOCOR in conducting a “Final Deliverable Validation” to ensure compliance with Section 508 and the Federal Acquisition Regulations (FAR) related to “ electronic and information technology (EIT) deliverables”. The Contractor shall furnish certification, in writing, to the TOCOR that the Contractor has complied with EPAAR Clause 1552.211-79 “Compliance with EPA Policies for Information Resources Management”, including the requirement that all electronic and information technology (EIT) deliverables be Section 508 compliant in accordance with the policies referenced at <http://www.epa.gov/accessibility/> .

#### **N. REFERENCES**

##### **Links to background documents relevant to this Task Order:**

December 2010 Chesapeake Bay TMDL:  
<http://www.epa.gov/chesapeakebaytmdl>

Chesapeake Bay Program Partnership’s Modeling Tools:  
[http://www.chesapeakebay.net/groups/group/modeling\\_team](http://www.chesapeakebay.net/groups/group/modeling_team)

Chesapeake Bay Program Partnership's Chesapeake*Stat* Website:  
<http://stat.chesapeakebay.net/>

Chesapeake Bay Jurisdictions' Watershed Implementation Plans  
<http://www.chesapeakebay.net/about/programs/watershed>

Chesapeake Bay Jurisdictions' Trading and Offset Information:  
<http://www.epa.gov/reg3wapd/tmdl/ChesapeakeBay/EnsuringResults.html?tab2=7>

## **O. GOVERNMENT FURNISHED INFORMATION/TOOLS**

The following tools will be provided by the TOCOR to the contractor within 15 days after the contract has been awarded:

- Chesapeake Bay Scenario Builder
- Chesapeake Assessment and Scenario Tool
- Phase 5.3.2 Chesapeake Bay Watershed Model
- Chesapeake Bay TMDL Tracking and Accounting System

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY CODE CPOD		7. ADMINISTERED BY (If other than Item 6) CODE CPOD		5. PROJECT NO. (If applicable)	

(FOR U.S. MAIL ONLY)  
US Environmental Protection Agency  
26 West Martin Luther King Drive  
Mail Code: NWD  
Cincinnati OH 45268

CPOD  
US Environmental Protection Agency  
26 West Martin Luther King Drive  
Mail Code: NWD  
Cincinnati OH 45268

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

R T I International  
Attn: DEBORAH ELLISON  
PO BOX 12194

(b)(4)

RESEARCH TRIANGLE PARK NC 277092194

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
EP-C-12-054

0009

10B. DATED (SEE ITEM 13)

02/06/2015

CODE (b)(4)

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: (b)(4)

The purpose of this modification is to change the TOCOR, Alternate TOCOR, Contract Specialist and Contracting Officer.

**LIST OF CHANGES:**

Reason for Modification : Other Administrative Action

Total Amount for this Modification: \$0.00

New Total Amount for this Version: \$0.00

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Sandra Stargardt-Licis	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Sandra Stargardt-Licis (Signature of Contracting Officer)	11/19/15

NAME OF OFFEROR OR CONTRACTOR  
R T I International

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711 Period of Performance: 02/06/2015 to 09/27/2016				

**Section G- Contract Administration Data was revised as follows.**

I - Clauses was revised as follows.

Summary of Clause Changes:

Clause, EPA-G-42-101, is incorporated as follows:

**Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES**

Task Order-Level Contracting Officers Representatives (CORs)/Project Officers for this task order are as follows:

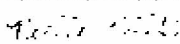
TOCOR: David Greaves, USEPA Region 3, 1650 Arch Street, Mail Code: 3WP10, Philadelphia, PA 19103-2029

ALT TOCOR: Cheryl Atkinson, USEPA Region 3, 1650 Arch Street, Mail Code: 3WP30, Philadelphia, PA 19103-2029

Contracting Officials responsible for administering this task order are as follows:

Contracting Officer: Noelle Mills, Mail Code: NWD26, W MLK, Cincinnati, OH 45268, phone: 513-487-2171, [mills.noelle@epa.gov](mailto:mills.noelle@epa.gov)

Contract Specialist: Katie Rechenberg, Katie Rechenberg, Mail Code: NWD26, W MLK, Cincinnati, OH 45268, phone: 513-487-2853, [rechenberg.kathleen@epa.gov](mailto:rechenberg.kathleen@epa.gov)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1 8	
2. AMENDMENT/MODIFICATION NO. 003		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY (FOR U.S. MAIL ONLY) US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: NWD Cincinnati OH 45268		CODE CP0D		7. ADMINISTERED BY (If other than Item 6) CP0D US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: NWD Cincinnati OH 45268		CODE CP0D	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  R T I International Attn: DEBORAH ELLISON PO BOX 12194 (b)(4) RESEARCH TRIANGLE PARK NC 277092194				(x)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-12-054 0009			
CODE (b)(4)		FACILITY CODE		10B. DATED (SEE ITEM 13) 02/06/2015			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
		D. OTHER (Specify type of modification and authority)					
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: (b)(4) TOCOR: Patricia Gleason LIST OF CHANGES: Reason for Modification : Other Administrative Action  This modification is issued to incorporate the following contractual changes: 1. To update clause EPA-G-42-101, Contract Administrative Representatives, as shown on the attached. 2. All other terms and conditions remain unchanged.							
Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Noelle Mills			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		16C. DATE SIGNED 05/24/2016	

NAME OF OFFEROR OR CONTRACTOR  
R T I International

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711 Period of Performance: 02/06/2015 to 09/27/2016				

**Section G - Contract Administration Data was revised as follows.**

1 - Clauses was revised as follows.

Summary of Clause Changes:

Clause, EPA-G-42-101, is incorporated as follows:

**Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES**

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Task Order Contracting Officer's Representative (TOCOR):

Patricia Gleason  
USEPA REGION 3  
1650 Arch Street  
**Mail Code:** 3WP40  
Philadelphia, PA 19103-2029  
Phone: 215-814-5740  
Fax: 215-814-2302  
Email: [gleason.patricia@epa.gov](mailto:gleason.patricia@epa.gov)

Alternate Task Order Contracting Officer's Representative (Alt TOCOR):

David Greaves  
USEPA REGION 3  
1650 Arch Street  
**Mail Code:** 3WP10  
Philadelphia, PA 19103-2029  
Phone: 215-814-5729  
Fax: 215-814-2301  
Email: [greaves.david@epa.gov](mailto:greaves.david@epa.gov)

Contracting Officials responsible for administering this contract are as follows:

Administrative Contracting Officer:

Noelle Mills  
US Environmental Protection Agency  
Cincinnati Procurement Operations Division  
26 W. Martin Luther King Dr.  
ATTN: NWD  
Cincinnati, OH 45268  
Phone: 513-487-2171  
Email: [mills.noelle@epa.gov](mailto:mills.noelle@epa.gov)

Contract Specialist:

Greta Perry  
US Environmental Protection Agency  
Cincinnati Procurement Operations Division  
26 W. Martin Luther King Dr.  
ATTN: NWD  
Cincinnati, OH 45268  
Phone: 513-487-2331  
Email: [perry.greta@epa.gov](mailto:perry.greta@epa.gov)